

# CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 04/18/2024

Contract/Lease Control #: C24-3979-PS

Procurement#: RFP PS 26-24

Contract/Lease Type: AGREEMENT

Award To/Lessee: VISUAL SOUND, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 04/17/2024

Expiration Date: 10/14/2024 W/1 6 MONTH RENEWAL

Description of: EMERGENCY OPERATIONS CENTER AUDIO/VISUAL UPGRADE

Department: PS

Department Monitor: MADDOX

Monitor's Telephone #: 850-651-7150

Monitor's FAX # or E-mail: PMADDOX@MYOKALOOSA.COM

Closed: \_\_\_\_\_

CC: BCC RECORDS

PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET

SUBTAX

Procurement/Contract/Lease Number: 780 Tracking Number: 522-24  
Procurement/Contractor/Lessee Name: Visual Sound, LLC Grant Funded: YES \_\_\_ NO X  
Purpose: Emergency operations Center Audio/visual upgrade  
Date/Term: 6 months w/ 1 month renewal 1.  GREATER THAN \$100,000  
Department #: 3302 2.  GREATER THAN \$50,000  
Account #: 563022 3.  \$50,000 OR LESS  
Amount: 471,002.79  
Department: PS Dept. Monitor Name: Maddox

DeRita Mason *Purchasing Review*  
Procurement or Contract/Lease requirements are met: \_\_\_\_\_ Date: 3-20-24  
Purchasing Manager or designee: \_\_\_\_\_ DeRita Mason, Erin Poole, Amber Hammonds

*2CFR Compliance Review (if required)*  
Approved as written: no federal ends Grant Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Grants Coordinator: \_\_\_\_\_ Suzanne Ulloa

*Risk Management Review*  
Approved as written: see email attached Date: 3-21-24  
Risk Manager or designee: \_\_\_\_\_ Lydia Garcia

*County Attorney Review*  
Approved as written: see email attached Date: 3-27-24  
County Attorney: \_\_\_\_\_ Lynn Hoshihara, Kerry Parsons or Designee

*Department Funding Review*  
Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

*IT Review (if applicable)*  
Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

C24-3979-PS

10-14-24

## DeRita Mason

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**From:** Lynn Hoshihara  
**Sent:** Wednesday, March 27, 2024 9:30 AM  
**To:** DeRita Mason  
**Cc:** Kerry Parsons  
**Subject:** Re: Visual Sound Draft Agreement 26-24  
**Attachments:** Visual Sound Draft Agreement 26-24 3.27.24.docx

DeRita,

With the attached changes and comments addressed, this is approved.

Lynn

Lynn M. Hoshihara  
County Attorney  
Okaloosa County, Florida

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

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**From:** DeRita Mason  
**Sent:** Wednesday, March 20, 2024 7:45 AM  
**To:** Lynn Hoshihara  
**Cc:** Kerry Parsons; Odessa Cooper-Pool; Jacqueline Matichuk  
**Subject:** Visual Sound Draft Agreement 26-24

Good morning,  
Please review and approve the attached.  
Thank you,

DeRita Mason



DeRita Mason, CPPO, CPPB, NIGP-CPP  
Purchasing Manager  
Okaloosa County Purchasing Department  
5479A Old Bethel Road

## DeRita Mason

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**From:** Odessa Cooper-Pool  
**Sent:** Wednesday, March 20, 2024 2:04 PM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara; Kerry Parsons  
**Subject:** FW: Visual Sound Draft Agreement 26-24  
**Attachments:** Visual Sound Draft Agreement 26-24.docx; Visual Sound.pdf

Good afternoon DeRita,

The Visual Sound Draft Agreement has been reviewed and is approved by Risk Management for insurance purposes.

Thank you,

**Odessa Cooper-Pool**  
Public Records & Contracts Specialist  
Human Resources/ Risk Management  
Okaloosa County BCC  
302 N. Wilson Street, Crestview, FL 32536  
Office: 1-850-689-4111



“And, when you want something, all the universe conspires in helping you to achieve it.”— **Paulo Coelho, *The Alchemist***

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**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Wednesday, March 20, 2024 6:46 AM  
**To:** Lynn Hoshihara <lhoshihara@myokaloosa.com>  
**Cc:** Kerry Parsons <kparsons@ngn-tally.com>; Odessa Cooper-Pool <ocooperpool@myokaloosa.com>; Jacqueline Matichuk <jmatichuk@myokaloosa.com>  
**Subject:** Visual Sound Draft Agreement 26-24

Good morning,  
Please review and approve the attached.  
Thank you,

DeRita Mason

# VISUAL SOUND INC

Unique Entity ID <b>EKPLM8YCUPV5</b>	CAGE / NCAGE <b>0ASC4</b>	Purpose of Registration <b>All Awards</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Apr 16, 2024</b>	
Physical Address <b>485 Park WAY Broomall, Pennsylvania 19008-4004 United States</b>	Mailing Address <b>485 Park WAY Broomall, Pennsylvania 19008-4004 United States</b>	

Doing Business as <b>(blank)</b>	Division Name <b>Visual Sound Inc.</b>	Division Number <b>(blank)</b>
Congressional District <b>Pennsylvania 05</b>	State / Country of Incorporation <b>Pennsylvania / United States</b>	URL <b>http://www.visualsound.com</b>

### Registration Dates

Activation Date <b>Apr 19, 2023</b>	Submission Date <b>Apr 17, 2023</b>	Initial Registration Date <b>Feb 1, 2002</b>
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### Entity Dates

Entity Start Date <b>Dec 1, 1954</b>	Fiscal Year End Close Date <b>Dec 31</b>
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### Immediate Owner

CAGE <b>5HPB0</b>	Legal Business Name <b>VSI OF DELAWARE, INC.</b>
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### Highest Level Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
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### Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

### Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Active Exclusions Records?

No

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

### Business Types

Entity Structure <b>Corporate Entity (Not Tax Exempt)</b>	Entity Type <b>Business or Organization</b>	Organization Factors <b>Subchapter S Corporation</b>
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**Product and Service Codes**

PSC	PSC Name
<b>N069</b>	<b>Installation Of Equipment- Training Aids And Devices</b>
<b>N099</b>	<b>Installation Of Equipment- Miscellaneous</b>
<b>R499</b>	<b>Support- Professional: Other</b>
<b>T016</b>	<b>Photo/Map/Print/Publication- Audio/Visual</b>



This entity does not appear in the disaster response registry.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by FEI/EIN Number](#) /

## Detail by FEI/EIN Number

Foreign Profit Corporation  
VISUAL SOUND, INC.

### Filing Information

**Document Number** F24000001087  
**FEI/EIN Number** 25-1863159  
**Date Filed** 02/26/2024  
**State** PA  
**Status** ACTIVE

### Principal Address

485 PARK WAY  
BROOMALL, PA 19008

### Mailing Address

485 PARK WAY  
BROOMALL, PA 19008

### Registered Agent Name & Address

C T CORPORATION SYSTEM  
1200 SOUTH PINE ISLAND ROAD  
PLANTATION, FL 33324

### Officer/Director Detail

#### **Name & Address**

Title PT

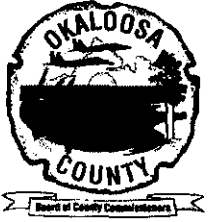
BOGOSIAN, KAREN L  
485 PARK WAY  
BROOMALL, PA 19008

Title S

PROCOPIO, MARK  
485 PARK WAY  
BROOMALL, PA 19008

### Annual Reports

**No Annual Reports Filed**



# Board of County Commissioners Purchasing Department

State of Florida

Date: March 15, 2024

OKALOOSA COUNTY PURCHASING DEPARTMENT  
NOTICE OF INTENT TO AWARD  
RFP PS 26-24

**Emergency Operations Center Audio Visual Upgrade**

Okaloosa County would like to thank all businesses, which submitted proposals for Emergency Operations Center Audio Visual Upgrade. (RFP PS 26-24).

After in-oral presentations in accordance with the County's Purchasing Manual, the County announces its intent to award the contract/purchase order to the following:

**Visual Sound, Inc.**  
**485 Parkway Dr.**  
**Broomall, PA 19008**

This Notice of Intent does NOT constitute the formation of a contract/purchase order between Okaloosa County and the apparent successful bidder/respondent. The County reserves the right to enter into negotiations with the successful bidder/respondent in order to finalize contract terms and conditions. No agreement is entered into between the County and any parties until a contract is approved and fully executed.

Any person/entity desiring to file a procurement protest must meet all the standards and criteria in accordance with Section 31 of the Okaloosa County Purchasing Manual. Failure to file a protest within the time prescribed in Section 31.02 of the Okaloosa County Purchasing Manual, shall constitute a waiver of protest proceedings.

Respectfully,

**DeRita Mason**

Digitally signed by DeRita  
Mason  
Date: 2024.03.12 10:43:00  
-05'00'

DeRita Mason  
Purchasing Manager



**AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA  
AND VISUAL SOUND, INC.**

CONTRACT ID C24-3979-PS

*MP*  
**THIS AGREEMENT** (hereinafter referred to as the “Agreement”) is made this 16th, day of April, 2024 by and between Okaloosa County, a political subdivision of the State of Florida, (hereinafter referred to as the “County”), with a mailing address of 1250 N. Eglin Parkway, Suite 100, Shalimar, Florida, 32579, and Visual Sound, LLC, a Foreign Profit Corporation authorized to do business in the State of Florida, whose address is 485 Parkway Dr., Broomall, PA 19008 (hereinafter referred to as “Contractor”) whose Federal I.D. # is 25-1863159.

**RECITALS**

**WHEREAS**, the County is in need of a contractor for Emergency Operations Center Audio Visual Upgrade (“Services”); and

**WHEREAS**, pursuant to the Okaloosa County Purchasing Manual, the County issued a Request for Proposals to competitively procure the Services and received responses to perform these Services. A copy of the procurement and Contractor’s responsive to the procurement is included as Attachment “A”; and

**WHEREAS**, Contractor is a certified and insured entity with the necessary experience to provide the desired Services; and

**WHEREAS**, the County wishes to enter into this Agreement with Contractor to provide the Services to the County for an amount Not to Exceed four hundred seventy-one thousand, six hundred two dollars and seventy-nine cents (\$ 471,602.79), as further detailed below.

**NOW THEREFORE**, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

**1. Recitals and Attachments.** The Recitals set forth above are hereby incorporated into this Agreement and made part hereof for reference. The following documents are attached to this Agreement and are incorporated herein.

Attachment “A” – Procurement RFP PS 26-24 and Contractor’s Response;  
Attachment “B” – Insurance Requirements;  
Attachment “C” – Title VI list of pertinent nondiscrimination acts and authorities;  
Attachment “D” – Vendors on Scrutinized List.

**2. Services.** Contractor agrees to perform the following services, Emergency Operations Center Audio Visual Upgrade. The Services to be provided are further detailed in the Contractor’s proposal attached as Attachment “A” and incorporated herein by reference. The Services shall be performed by Contractor to the full satisfaction of the County. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the County’s needs and pursuant to the terms of this Agreement and shall report to the County accordingly. Contractor agrees to immediately inform the County via telephone and in writing of any problems that could cause damage to the County. Contractor will require its employees to perform

their work in a manner befitting the type and scope of work to be performed.

**3. Term and Renewal.** This Agreement shall be effective when all parties have signed and shall remain in effect for six (6) consecutive calendar months. This agreement may be renewed for one (1) six (6) month period upon mutual agreement of both parties.

**4. Compensation.** The Contractor agrees to provide the Services to the County, including materials and labor, in a total amount not To Exceed four hundred seventy-one thousand, six hundred two dollars and seventy-nine cents (\$ 471,602.79).

- a. Contractor shall submit an invoice to the County based on the following milestones: Milestone 1: Delivery of Equipment, with itemized list submitted to the County-50% paid, Milestone 2: Installation of Equipment and Successful Systems Test-40%, Milestone 3: Completion of Project and Acceptance by County-10% . The invoice shall indicate that all services have been completed for that invoice period. In addition, Contractor agrees to provide the County with any additional documentation requested to process the invoices.
- b. Rates to be utilized for the duration of the Agreement are as described in the fee schedule included in Attachment A, including labor and equipment costs.
- c. Disbursement.
  - i. There are no reimbursable expenses associated with this Agreement.
  - ii. Contractor shall submit a progress report with each invoice.
  - iii. Invoices will be numbered sequentially and specify the time period for charges, the work performed, the amount requested for that invoice and a total amount paid to date and budget remaining.
  - iv. Contractor shall clearly state "FINAL INVOICE" on the Contractor's final/last invoice to the County. This shall indicate that contracted services have been performed and all charges and costs have been invoiced to the County. This invoice shall close all future billings and future charges shall be waived by the Contractor. Contractor shall deliver to the County for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials required.
- d. Payment Schedule. Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating County Department. Payment will be disbursed as set forth above. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number and project number assigned by the County after execution of this Agreement. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.
- e. Availability of Funds. The County's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the County Commission.

Contractor shall make no other charges to the County for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the County. If the County disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with the Contractor. Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

**5. Ownership of Documents and Equipment.** All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the County only. Any other use by Contractor or other parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days.

**6. Insurance.** Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the minimum insurance coverage required as set forth in Attachment "B" attached hereto and incorporated herein, to protect the County and Contractor against all loss, claims, damages and liabilities caused by Contractor, its agents, or employees.

**7. Termination and Remedies for Breach.**

a. If, through any cause within its reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the County shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the County shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor thirty (30) days to cure such default. If the default remains uncured after thirty (30) days the County may terminate this Agreement, and the County shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. If Contractor fails, refuses or is unable to perform any term of this Agreement, County shall pay for services rendered as of the date of termination. **The County shall pay for all parts ordered and received by the County in the event of termination.**

- i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the County and the County shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.
- ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the County for damages sustained by it by virtue of a breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.

b. Termination for Convenience of County. The County may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Section 7 Paragraphs a(i) and a(ii) above shall be applicable hereunder. **The County shall pay for all parts ordered and received by the County in the event of termination.**

c. Termination for Insolvency. The County also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.

d. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.

**8. Governing Law, Venue and Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial

Circuit in and for Okaloosa County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

**9. Public Records.** Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST., CRESTVIEW,**

**FL 32536 PHONE: (850) 689-5977**  
**riskinfo@myokaloosa.com.**

**10. Audit.** The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

**11. Notices.** All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

<b>If to the County:</b>	Patrick Maddox, Public Safety Director 90 College Blvd East Niceville, FL 32578 850-651-7150 pmaddox@myokaloosa.com	<b>With a copy to:</b> County Attorney Office 1250 N. Eglin Pkwy, Suite 100 Shalimar, FL 32579 (850) 224-4070
<b>If to the Contractor:</b>	Robert Henze, Vice President Visual Sound, Inc. 485 Parkway Dr. Broomall, PA 19008 717-460-2560 rhenze@visualsound.com	

**12. Assignment.** Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

**13. Subcontracting.** Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

**14. Civil Rights.** The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period

through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

**15. Compliance with Nondiscrimination Requirements.** During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

a. Compliance with Regulations: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".

b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or

b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

f. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to



protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**16. Compliance with Laws.** Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, County, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, County, or municipal law, ordinance, rule, or regulation.

**17. Conflict of Interest.** The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

**18. Independent Contractor.** Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

**19. Third Party Beneficiaries.** It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

**20. Indemnification and Waiver of Liability.** The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such

provisions.

**21. Taxes and Assessments.** Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

**22. Prohibition Against Contracting with Scrutinized Companies.** Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "D". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

**23. Inconsistencies and Entire Agreement.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Section 1.

**24. Severability.** If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.



25. **Entire Agreement.** This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

26. **Representation of Authority to Contractor/Signatory.** The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

27. **Permits.** The Contractor acknowledges that receipt of this contract does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Contractor agrees to ensure that all necessary permits are obtained prior to implementation of any activity that may fall under applicable federal, state, or local laws. Further, the Contractor shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Contractor must provide a copy of all acquired and approved permits for the project. Contract funds may not be used to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation, and settlement agreements.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

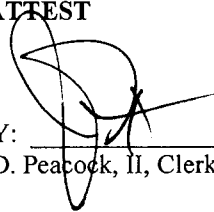
VISUAL SOUND, INC:

  
Signature

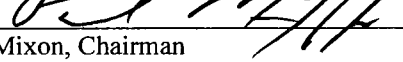
BY: \_\_\_\_\_

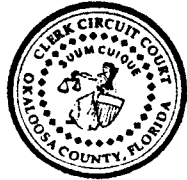
**Mark Procopio, CFO**  
Print Name

ATTEST

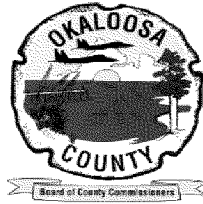
BY:   
J.D. Peacock, II, Clerk

OKALOOSA COUNTY, FLORIDA

BY:   
Paul Nixon, Chairman



**Attachment "A"**  
**Vendor's Proposal**



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## REQUEST FOR PROPOSALS (RFP) & RESPONDENT'S ACKNOWLEDGEMENT

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**RFP TITLE:**  
**EMERGENCY OPERATIONS CENTER AUDIO VISUAL  
UPGRADE**

**RFP NUMBER:**  
**RFP PS 26-24**

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<u>ISSUE DATE:</u>	January 29,	2024
<u>LAST DAY FOR QUESTIONS:</u>	February 9,	2024 @ 3:00 P.M.
<u>ITB OPENING DATE &amp; TIME:</u>	February 29,	2024 @ 3:00 P.M.

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**NOTE: PROPOSALS RECEIVED AFTER THE PROPOSAL OPENING DATE & TIME WILL NOT BE CONSIDERED.**

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Okaloosa County, Florida solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications and conditions set forth in this RFP are incorporated into your response. A proposal will not be accepted unless all conditions have been met. All proposals must have an authorized signature in the space provided below. All proposals must be submitted electronically by the time and date listed above. Proposals may not be withdrawn for a period of ninety (90) days after the proposal opening unless otherwise specified.

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**RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR PROPOSAL. PROPOSALS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.**

COMPANY NAME Visual Sound, Inc.  
MAILING ADDRESS 485 Parkway Dr, Broomall  
Broomall PA 19008  
CITY, STATE, ZIP  
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 25-1863159  
TELEPHONE NUMBER: 717-460-2560 EXT: \_\_\_\_\_ FAX: \_\_\_\_\_  
EMAIL: rhenze@visualsound.com

---

I CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A BID FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS BID AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE RESPONDENT.

AUTHORIZED SIGNATURE:  PRINTED NAME: Robert Henze  
TITLE: Vice President, Command & Control • Technical Operations DATE: 2-29-24

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**EMERGENCY OPERATIONS CENTER AUDIO VISUAL UPGRADE  
RFP PS 26-24**

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed proposals until **3:00 p.m. (CST) February 29, 2024** for **Emergency Operations Center Audio Visual Upgrade**. Interested respondents desiring consideration shall submit their response online at Vendor Registry through the link provided below:

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=21d474a1-e536-4f4d-9f2c-77c3b1e3c683>

Unless otherwise stipulated in the proposal description, all responses must be submitted using Vendor Registry only. No other means of submission of responses will be accepted. Responses will be accepted by Vendor Registry until **3:00 p.m. CST February 29, 2024**, at which time all proposals that are timely submitted will be opened and reviewed.

The County reserves the right to award to the firm submitting a responsive proposal with a resulting negotiated agreement that is most advantageous and in the best interest of Okaloosa County, and to waive any irregularity or technicality in proposals received. Okaloosa County shall be the sole judge of the resulting negotiated agreement that is in its best interest and its decision will be final.

For this solicitation please contact:

DeRita Mason  
Purchasing Manager  
850-689-5960  
[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)

\_\_\_\_\_  
DeRita Mason  
Purchasing Manager

\_\_\_\_\_  
Date

OKALOOSA COUNTY  
BOARD OF COUNTY COMMISSIONERS  
PAUL MIXON, CHAIRMAN

# **PROPOSAL REQUIREMENTS**

## **RFP PS 26-24**

### **BID ITEM: EMERGENCY OPERATIONS CENTER AUDIO VISUAL UPGRADE**

#### **GENERAL**

The Okaloosa County Office of Emergency Management is seeking a vendor to furnish, assemble, install and program a complete and properly operating audio-visual system upgrade. A system capable of outputting with minimum exceptions a 4k at 60 hz video signal and audio across multiple screens and rooms with in the Emergency Operations Center. The Emergency Operations Center (EOC) includes room 401 the ESF room, room 402 policy room, room 444 and room 443 break out rooms, room 408 media, room 427 conference room, and room 411 server room. Solution not to exceed \$600,000.00.

#### **RELATED REQUIREMENTS**

- 1) All related sections must be:
  - a. Video input (from source) and endpoint (to screen) with minimum approved exceptions will be HDMI.
  - b. Utilize existing speakers in all rooms for in room audio.
  - c. System must support existing Sound Dog and Audio Systems.
  - d. Utilize or be compatible with existing Crestron light control system.
  - e. All cabling and wires to include but not limited to CAT6, HDMI, HDBT be provided and installed by vendor. Reuse of existing cabling is preferred when applicable.
  - f. Components must be TAA compliant.
  - g. Program all GUI and devices to be as user friendly as possible.
  - h. Solution must either maintain or improve upon capabilities and not reduce current capabilities.
  - i. Must be provided as a “turnkey” solution.
  - j. Deployed to work as a cohesive solution.
- 2) Room Requirements
  - a. Room 401
    - i. Enable customizable (both content and size) single and multi-window display that is projected through 2 existing digital projection HIGHlite Laser II 3D.
    - ii. Replace all (6) 65” screens with modern 85” screens capable of minimum 4k@60, as well as screen casting (i.e. smart TV) capable. To include mounting and install.
    - iii. Remove, replace and install as required improved projector screen in room 401.
    - iv. Setup mirrored monitor (supplied by Emergency Management) and user interface (supplied by Emergency Management) from rear control computer to podium.
    - v. Enable bring your own (BYO) laptop connection for sound and video at the podium in room.
    - vi. Enable bring your own (BYO) laptop connection for sound and video at the control desk.
    - vii. Re-use TSD-2220-B for EOC switcher and lighting control.
    - viii. Re-use existing Blu-ray player.
    - ix. Replace all wind screens on all microphones (20).
    - x. Modern Camera system connected to control desk PC to enable PC driven video conference solutions (IE teams, WebEx, AWS, Google... etc.).

- xi. Sound solution for PC driven video conference solution. Ideally leveraging existing microphone infrastructure.
  - xii. Enable video and sound feed from ESF Room to be sent to all other rooms (402,427,443,444,408).
  - xiii. Support all current video and audio inputs. Such as the 5 PCs, 4 cable boxes, 4 direct TV boxes, etc..
  - xiv. Remove and replace as necessary all switchers/ endpoints and other required video systems to ensure general requirements.
- b. Room 402
- i. Remove existing projector and smart screen system, replace, including mounting and install, with provided 86" touch screen.
  - ii. Integrate 86" screen as main display for room system.
  - iii. Mount and install Logitech Rally or similar Modern Camera System connected to a PC to enable PC driven video conference solutions (IE teams, WebEx, AWS, Google... etc.).
  - iv. Sound solution for PC driven video conference solution. Ideally leveraging existing microphone infrastructure.
  - v. Simplify in room AV system to use an all-in-one solution for all sound and video switching.
  - vi. Enable control of system at the conference table. Preferred if existing TST-902 is leveraged.
  - vii. Enable BYO laptop (2) input and accessible at the conference table.
  - viii. Solution must support the existing (1) Direct TV input and (1) Cox input.
  - ix. Remove and replace as necessary all switchers/ endpoints and other required video systems to ensure general requirements.
  - x. Solution must support at minimum 7 inputs and 1 output.
- c. Room 444 and Room 443
- i. Requirements are mirrored for each room.
  - ii. Remove existing projector and smart screen system, replace, including mounting and install, with provided 86" touch screen.
  - iii. Integrate 86" screen as main display for room system.
  - iv. Mount and install Modern Camera system connected to PC to enable PC driven video conference solutions (IE teams, WebEx, AWS, Google... etc.).
  - v. Sound solution for PC driven video conference solution. Ideally leveraging existing microphone infrastructure.
  - vi. Simplify in room AV system to use an all-in-one solution for all sound and video switching.
  - vii. Enable control of system at the main table. Preferred if existing TPS4 is leveraged.
  - viii. Enable BYO laptop (1) input and accessible at table.
  - ix. Solution must support the existing (1) Cox Input.
  - x. Remove and replace as necessary all switchers/ endpoints and other required video systems to ensure general requirements.
  - xi. Solution must support at minimum 5 inputs and 1 output.
- d. Room 427
- i. Remove and replace existing (2) NEC Monitors with (1) 86" or larger 4K@60 capable Display.
  - ii. Mount and install Modern Camera system connected to PC to enable PC driven video conference solutions (IE teams, WebEx, AWS, Google... etc.).

- iii. Sound solution for PC driven video conference solution. Ideally leveraging existing microphone infrastructure.
  - iv. Simplify in room AV system to use an all in one solution for all sound and video switching.
  - v. Enable control of system at the main table. Preferred if existing TST-902 is leveraged.
  - vi. Enable BYO laptop (2) input and accessible at the conference table.
  - vii. Remove and replace as necessary all switchers/ endpoints and other required video systems to ensure general requirements.
  - viii. Solution must support at minimum 5 inputs and 1 output.
- e. Room 408
- i. Remove and replace existing (1) NEC Monitors with (1) 86" or larger 4K@60 capable Display.
  - ii. Enable BYO laptop (1) input and accessible at table.
  - iii. Simplify in room AV system to use an all in one solution for all sound and video switching.
  - iv. Enable control of the system at the wall. Ideally leveraging existing infrastructure.
  - v. Output can be fed to not just the screen but to media outlets via in room solution.
  - vi. Simplify in room AV system to use an all in one solution for all sound and video switching. Enable pass through to media outlets and trucks.
  - vii. Remove and replace as necessary all switchers/ endpoints and other required video systems to ensure general requirements.
  - viii. Solution must support at minimum 3 inputs and 1 output.
- f. Room 411
- i. Remove and replace as necessary all switchers/ endpoints and other required video systems to ensure general requirements.
  - ii. Ensure majority of backend infrastructure for ESF room is located in this room.
  - iii. Must support existing PC inputs and TV/satellite connections.
  - iv. Solution should fit in a single cabinet. Existing cabinet to be utilized is 42 U tall. There is some space available in adjoining cabinets but not preferred.

### 3) ADMINISTRATIVE REQUIREMENTS

- a. Coordination
  - i. Coordinate with Emergency Management and Okaloosa County IT regarding installation schedule and access to server room.
  - ii. Source code for programming and "as-built designs" will be accessible via the system monitoring PC located in Room 401 to Emergency Management and Okaloosa County IT.

### 4) SUBMITTALS

- a. Product Data
  - i. Submit manufacturer technical specifications, typical installation drawings, system overview drawings and sample images of items included in this section.
- b. Proposal Delta
  - i. It is the duty of the contractor to provide a working system. Any omissions or errors or differences between this document and the contractor's submitted proposal shall be clearly outlined in a separate document labeled "[\*COMPANY NAME] Proposal Deltas".
- c. Qualification Statements

- i. Manufacturer
  - 1. Submit confirmation and details of manufacturer's warranty, extended warranty, and replacement policies.
- ii. Contractor
  - 1. Submit history of contractor certification(s) for items in this section.
  - 2. Submit references with contact information where contractor has installed items in this section.
  - 3. Submit confirmation that installer has received manufacturer training and is certified by the manufacturer on this equipment and that the training the installer received is current.
- d. Manufacturer Warranty
  - i. All equipment provided shall be backed by a minimum manufacturer parts and labor warranty.

## EXECUTION

### 1) INSTALLATION

- a. All equipment shall be tested and configured in accordance with instructions provided by the manufacturer prior to installation.
- b. All firmware found in products shall be the latest and most up-to-date provided by the manufacturer, or of a version as specified to ensure cross-platform compatibility.
- c. Contractor shall review configurable features of the device with the Owner's Representative and establish a punch list for standard, device specific, location specific configuration of devices.
- d. All equipment requiring users to log on using a password shall be configured with user/site-specific county defined password/passwords. No system/product default passwords shall be allowed.
- e. Installation should be outside of hurricane season (June thru November). If install is scheduled during that time period down time of the EOC must be at a minimum and coordinated with Okaloosa County Emergency Management.

### 2) CLOSEOUT ACTIVITIES

- a. Demonstration
  - i. Demonstrate the administration and operation of the devices described by this section.
  - ii. Demonstrate how an authorized user can gain access to and make changes to configuration.
  - iii. Demonstrate any troubleshooting and monitoring functionality of the system to include any documentation.
- b. Fine Tuning
  - i. Perform field software changes after the initial programming session to "fine tune" operating parameters and sequence of operations based on any revisions to the Owner's operating requirements.
- c. License Assignment
  - i. Software, hardware, firmware, operational or administrative licenses necessary for to operate or administer the devices shall be registered to the Owner.
- d. Device Configuration Backup
  - i. Deliver the configuration backup files, restoration application and instructions detailing for the restoration of back-up configuration.



- ii. Source code for programming and “as-built designs” will be accessible via the system monitoring PC located in Room 401 to Emergency Management and Okaloosa County IT.

**PART 3-RESPONSE TO THE RFP SHALL BE SUBMITTED IN THE FORMAT DESCRIBED BELOW:**

1. **Letter of Interest** shall be prepared by a corporate officer or principal of the firm authorized to obligate the firm contractually. The letter shall include location of the firm’s office that will be the lead office for this contract and any anticipated sub-consultants.
2. **Installation Timeline (Maximum of 40 Points)** – Due to critical nature of the emergency operations center a minimum down time of the facilities is required. With that expectation in mind a clear schedule and plan for installation is key. The shorter timeline for full install and function testing of the system the greater the awarded points. The respondent shall provide sufficient information clearly showing a timeline and schedule for install. The County has identified deadlines with in the proposal, should the Consultant wish to propose a different deadline, and they should include it in their proposal.
3. **Project Understanding (Maximum of 30 Points)** – In this section you will describe the firm’s understanding of the project including the firm’s assessment of the project’s challenges and how the firm is uniquely qualified. State any certifications with the installation and setup of any proposed solution as applicable.
4. **Experience of Firm (Maximum of 10 Points)** - List of respondent's engagements as a provider of similar services to governmental entities in Florida within the last five (5) years, include in this section a listing of at least three such engagements with a description of the services provided, the duration of the contract, contact person with contact information. In this section the respondent will highlight the firm’s experience
5. **Quality of Proposal (Maximum of 10 points)**– The quality of the submitted proposal is indicative of workmanship and care that will be taken during the project. A well written and well-presented proposal with clear and understandable language when offering technical solutions. Proposal should include a demo of the GUI. As well as detailed outline of a breakdown of associated costs.
6. **Cost of Total Project (Maximum of 10 Points)** – List a total cost for the project. The total cost should include a breakdown of cost being quoted in the total project.
7. **Additional Information & Comments** – The contents under this heading are to be left to the discretion of the consultant. Material must be pertinent to the RFQ but not otherwise requested in the RFQ.
8. **Business Credentials and Other** – Provide sufficient information to demonstrate legal authority to do business in the state of the firm and any sub-consultant to perform the work. Indicate whether the firm and/or any sub-consultant are disadvantaged business enterprises. Show State of Florida licensing/registration qualifications of the firm and key personnel. Copies of all completed forms required by this RFQ are included in this section.
9. **Financial Stability-** In the case of Federal and/or Florida State funded procurements, prior to awarding this contract, the top respondents will be required to submit to a soft credit pull for purposes of the County's Risk Assessment consideration; objections by any respondent will disqualify them from consideration. Bad credit indicating you are a high risk may impact your application. Responses will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings

**PART 4-EVALUATION/SELECTION PROCESS**

The County will review and evaluate all Proposals submitted in response to this Solicitation Document. The evaluation process is designed to award the Contract to the Proposer with the best combination of attributes as demonstrated in the Proposal scores. Scores are based on the evaluation of the information contained in Proposer's Proposal which include, but is not limited to, Proposer's responses to the questions set forth in the Submittal Requirements section of this Solicitation Document and any corresponding attachments including a brief description of methodology, qualifications, experience, and the cost of the Services/Work.

a) Evaluation Procedures: The evaluators will consider how well the Proposer's Proposal meets the needs of the County as described in the Proposer's response to each question in this Solicitation Document. It is important that the responses be clear and complete so that the evaluators can adequately understand all aspects of the response. Please follow all instructions carefully. The Proposal should be submitted according to the instructions/outline specified in this Solicitation Document. A Proposal that fails to follow these instructions may be considered non-responsive and may be eliminated from further consideration.

i) Based on information acquired through the Proposer's responses and the responses of references (if applicable), the County will award a preliminary score to each Proposal.

ii) Based on the preliminary scores, the County may request that the top scoring Proposers conduct an oral presentation and/or submit a Best and Final Offer that may include revisions to Technical Approach, Integration, and/or Cost. Be advised that the evaluators may revise the preliminary scores based on the oral presentations (if applicable), reference inquiries, other information obtained through the County's investigations of past performance and/or submissions of Best and Final Offers (if applicable).

b) Scoring/Weighting of Questions: The scoring/weighting of Proposals will be accomplished utilizing the evaluation criteria identified in the following table:

<b>Award Criteria</b>	<b>Point Value</b>
Installation Timeline	40
Project Understanding	30
Experience of Firm	10
Quality of Proposal	10
Cost of Total Project	10
Total:	100
Total Possible	100

Quote/Cost Total: Points awarded for the "Quote / Cost Total" portion of this Solicitation Document will be based upon the following formula:

$$\frac{\text{Lowest Cost Proposal} \times \text{Maximum Points}}{\text{Other Proposer's Cost}} = \text{Score}$$

**PART 5-TERMS AND CONDITIONS OF CONTRACT**

The initial term of this contract shall begin when all parties have signed and continue for six (6) consecutive

months. The contract may be renewed for an additional six (6) months with mutual consent of both parties  
*Note: failure to provide all the required information, in the required format, may disqualify the vendor from further consideration.*

**PROCUREMENT SCHEDULE (ANTICIPATED)**

RFP Advertised & Posted on Website	01/29/2024
Deadline for Questions	02/09/2024 @ 3:00 P.M.
RFP Response Due Date	02/29/2024 @ 3:00 P.M.
Selection Review Committee Meeting	Week of March 11, 2024.
Recommend Award Via ITA	03/15/2024
Contract Negotiations	Week of March 25, 2024
Finalize/Execute Agreement	April 16, 2024

## **GENERAL SERVICES INSURANCE REQUIREMENTS FOR CYBER LIABILITY**

### **CONTRACTORS INSURANCE**

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. With the exception of Workers' Compensation policies, the County shall be shown as an Additional Insured with Endorsement for each policy on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered a breach of contract.

### **WORKERS' COMPENSATION INSURANCE**

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage. If there is an existing approved State of Florida Exemption for Workers' Compensation it must be provided to Okaloosa County.
4. A Waiver of Subrogation is required to be shown on all Workers Compensation Certificates of Insurance.

### **BUSINESS AUTOMOBILE LIABILITY**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 (One Million Dollars) combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

### **COMMERCIAL GENERAL LIABILITY INSURANCE**

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
  - 1.) Premises & Operations Liability
  - 2.) Bodily Injury and Property Damage Liability
  - 3.) Independent Contractors Liability
  - 4.) Contractual Liability
  - 5.) Products and Completed Operations Liability
3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

### **CYBER LIABILITY**

The Contractor shall carry Cyber Liability insurance coverage for third party liability. Coverage will include ID Theft Monitoring, Credit Monitoring (if necessary) & Notification. Coverage must be afforded for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

### **INSURANCE LIMITS OF LIABILITY**

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

- |                          | <b><u>LIMIT</u></b> |
|--------------------------|---------------------|
| 1. Workers' Compensation |                     |
| 1.) State                | Statutory           |

2.)	Employer's Liability	\$500,000 each accident
2.	Business Automobile	\$1,000,000 each accident (A combined single limit)
3.	Commercial General Liability	\$1,000,000 each occurrence Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
4.	Personal and Advertising Injury	\$1,000,000 each occurrence
5.	Cyber Liability	\$1,000,000 per claim

## **NOTICE OF CLAIMS OR LITIGATION**

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

## **INDEMNIFICATION & HOLD HARMLESS**

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

## **CERTIFICATE OF INSURANCE**

1. Certificates of Insurance indicating the project name, number, evidencing all required coverage, and if applicable any State of Florida approved Workers' Compensation Exemption must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County BCC, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10) days' prior written notice if cancellation is for nonpayment of premium.
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice to the County. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.

5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or self-insured retentions (SIRs), whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

## **GENERAL TERMS**

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

## **EXCESS/UMBRELLA INSURANCE**

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement. An Excess liability policy must be submitted indicating which policy it applies to.

## GENERAL CONDITIONS

### PRE-QUALIFICATION ACTIVITY

- 1. ADDENDUM** - Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Review Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed via Vendor Registry:

All questions or inquiries must be received no later than the last day for questions (reference RFP & Respondent's Acknowledgement Form). Any addenda or other modification to the RFP documents will be issued by the County five (5) days prior to the date and time of closing, as a written addenda distributed to all prospective Respondents by posting to the Vendor Registry following website.

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=21d474a1-e536-4f4d-9f2c-77c3b1e3c683>

Such written addenda or modification shall be part of the RFP documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit with their documents. No respondent may rely upon any verbal modification or interpretation.

- 2. PREPARATION OF PROPOSAL** – The proposal form is included with the proposal documents. Additional copies may be obtained from the County. The respondent shall submit originals and bid forms in accordance with the public notice.

All blanks in the proposal documents shall be completed electronically in both words and numbers with the amounts extended, totaled and the proposal signed. A proposal price shall be indicated for each section, proposal item, alternative, adjustment unit price item, and unit price item listed therein, or the words “No Proposal”, “No Change”, or “Not Applicable” entered. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the numeric figures, the written amount shall govern. Any proposal which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting proposals may be rejected.

A proposal submitted by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer who has legal authority to sign.

A proposal submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A proposal submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A proposal submitted by an individual shall show the respondent's name and official address.

A proposal submitted by a joint venture shall be executed by each joint venture in the manner indicated on the proposal form. The official address of the joint venture must be shown below the signature.

All signatures shall be submitted electronically - All names shall be typed or printed below the signature.



The proposal shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the proposal shall be shown.

If the respondent is an out-of-state corporation, the proposal shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida in accordance with Article 3. A state contractor license # for the State of Florida shall also be included on the proposal form. Respondent shall be licensed in accordance with the requirements of Chapter 489, Florida Statutes.

3. **INTEGRITY OF PROPOSAL DOCUMENTS** - Respondents shall use the original Proposal documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the Proposal documents if sufficient space is not available. Any modifications or alterations to the original proposal documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a proposal. Any such modifications or alterations that a respondent wishes to propose must be clearly stated in the respondent's response in the form of an addendum to the original proposal documents.
4. **SUBMITTAL OF PROPOSAL** – All proposals shall be submitted electronically no later than the date and time prescribed on the Notice to Respondents. **The responses submitted should be one (1) completed document, unless otherwise specified within the document.**
5. **MODIFICATION & WITHDRAWAL OF PROPOSAL** - A proposal may be modified or withdrawn by an appropriate document duly executed in the manner that a proposal must be executed and delivered to the place where proposals are to be submitted prior to the date and time for the opening of proposals.

If within 24 hours after proposals are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its proposal, that respondent may withdraw its proposal, and the proposal security may be returned. Thereafter, if the work is re-proposal, that respondent will be disqualified from 1) further purposing on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

6. **PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE** – All proposals will remain subject to acceptance or rejection for ninety (90) calendar days after the day of the proposal opening, but the County may, in its sole discretion, release any proposal and return the proposal security prior to the end of this period.
7. **CONDITIONAL & INCOMPLETE PROPOSALS** - Okaloosa County specifically reserves the right to reject any conditional proposal and proposals which make it impossible to determine the true amount of the proposal.
8. **CONTRACT FOR SERVICES** – A copy of the County's standard agreement for professional services such as the ones being procured herein is attached to this procurement. The selected respondent will be required to enter into the County's standard agreement. It is the responsibility of the Respondent to raise any objections to the terms and conditions of the standard agreement at the time of submitting its response to this RFP. Failure to do so will be considered a waiver of respondent's right to raise it later in the process or during negotiations. In the evaluation and negotiation processes the County has the right in its sole discretion to consider any objections raised by Respondent as part of the determination of most responsible and responsive proposer.

9. **ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this proposal or resulting contract when deemed to be in the County’s best interest.
10. **APPLICABLE LAWS & REGULATIONS** – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the services shall apply to the proposal throughout, and they will be deemed to be included in the contract the same as though they were written in full therein. Further, from time to time the County may be eligible to obtain State of Federal grant funding for some of the services provided hereunder the requirements of the grants will be applicable to the services rendered.
11. **DISQUALIFICATION OF RESPONDENTS** - Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its proposal:
- a. Submission of more than one proposal for the same work from an individual, firm, agency, or corporation under the same or different name.
  - b. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.
  - c. Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.
  - d. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
  - e. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
  - f. Default under previous contract.
  - g. Listing of the respondent by the Federal Government on its barred/suspended vendor list.

12. **AWARD OF CONTRACT** -

**Okaloosa County Review** - Okaloosa County appointed selection committee consisting of the constitutional officers, shall review all proposals and will participate in the recommendations to the Board of County Commissioners. The Board of County Commissioners shall make final determination on any award of Contract.

The contract shall be awarded to the responsible and responsive respondent(s) whose proposal is determined to be the most advantageous to the County, taking into consideration the price and other criteria set forth in the request for proposals. The County reserves the right to reject any and all proposals or to waive any irregularity or technicality in proposals received. The County shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.

Okaloosa County reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgment will best serve the interest of the County.

Okaloosa County specifically reserves the right to reject any conditional proposals and proposals which make it impossible to determine the true amount of the proposal.

13. **PAYMENTS** – The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview, FL 32536, for the prices stipulated herein for services rendered. All invoices must show the Contract #. Invoices for fees or other compensation must be submitted in sufficient detail to demonstrate compliance with the terms of this procurement and resulting contract.
14. **DISCRIMINATION** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
15. **PUBLIC ENTITY CRIME INFORMATION** - Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
16. **CONFLICT OF INTEREST** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposals the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

**Note: For respondent's convenience, this certification form is enclosed and is made a part of the proposal package.**

17. **RECYCLED CONTENT INFORMATION** - In support of the Florida Waste Management Law, respondents are encouraged to supply with their proposal any information available regarding recycled material content in the products proposal. The County is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.) and the percentage of recycled material contained in the product. The County also requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.

**Note: For respondent's convenience, this certification form is enclosed and is made a part of the proposal package.**

18. **REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Proposals will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
19. **INVESTIGATION OF RESPONDENT** – The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.

20. **CONE OF SILENCE** - The Okaloosa County Board of County Commissioners has established a solicitation silence policy (Cone of Silence Clause) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences from the date of advertisement until award of contract. All communications shall be directed to the Purchasing Department.

**Note: For respondent's convenience, this certification form is enclosed and is made a part of the proposal package.**

21. **COMPLIANCE WITH FLORIDA STATUTE 119.0701** - The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.
22. **PROTECTION OF RESIDENT WORKERS** – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security's website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

23. **SUSPENSION OR TERMINATION FOR CONVENIENCE** - The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.
24. **FAILURE OF PERFORMANCE/DELIVERY** - In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the contract and removal of the respondent from the proposal list for duration of one (1) year, at the option of the County.

25. **AUDIT** - If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this contract from the date of the contract through three (3) years after the expiration of contract.
26. **EQUAL EMPLOYMENT OPPORTUNITY; NON-DISCRIMINATION** – Respondent will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.
27. **NON-COLLUSION** – Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.
28. **UNAUTHORIZED ALIENS/PATRIOT’S ACT** – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent’s failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.
29. **FINANCIAL STABILITY-** In the case of Federal and/or Florida State funded procurements, prior to awarding this contract, the top respondents will be required to submit to a soft credit pull for purposes of the County's Risk Assessment consideration; objections by any respondent will disqualify them from consideration. Bad credit indicating you are a high risk may impact your application. Responses will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
30. **CERTIFICATE OF GOOD STANDING FOR STATE OF FLORIDA** - Florida Statute 607.1501 requires that all vendors who wish to do business in the State of Florida be licensed to do business through the Department of State of Florida and be in good standing with the State of Florida. As such, to do business with Okaloosa County a vendor must provide a Certificate of Good Standing with their bid/proposal package to the County. For more information on doing business in the State of Florida, please refer to the Florida Department of State. The website to register is <https://dos.myflorida.com/sunbiz>.
31. **SYSTEM OF AWARD MANAGEMENT (SAM.GOV)** - If grant funded, all vendors must be registered in SAM in order to do business with the County. In order to be considered for the project, the vendor must be registered prior to submitting a bid/proposal with the County. Failure to show proof of SAM.gov registration at time of submitting a bid/proposal may deem the vendors bid/proposal unresponsive. You can register for SAM at the below link: <https://sam.gov/content/home>. Note it can take some time for a vendor to get registered for the System of Award Management and as such it is important to start the process as soon as possible to qualify as a responsive vendor.
32. **SUBCONTRACTING**  
The Contractor shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on their subcontractors.

For fixed-price (vendor) subcontracts, the following provisions shall apply: The Contractor may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described

in the SCOPE OF SERVICES. Invoices submitted to County for fixed price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Contractor may request approval from the County to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, the Contractor shall request the advance written approval from County of the fixed price negotiated by Contractor. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the County's approval of the fixed-price amount, the Contractor may proceed in finalizing the fixed-price subcontract.

If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, the Contractor must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

**33. The following documents are to be submitted with the qualification packet. Failure to provide required forms may result in contractor disqualifications.**

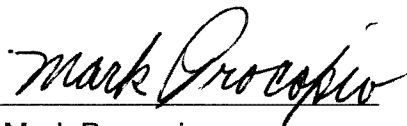
RESPONSE DOCUMENT #1:	DRUG-FREE WORKPLACE CERTIFICATION
RESPONSE DOCUMENT #2:	CONFLICT OF INTEREST DISCLOSURE FORM
RESPONSE DOCUMENT #3:	FEDERAL E-VERIFY COMPLIANCE CERTIFICATION
RESPONSE DOCUMENT #4:	CONE OF SILENCE FORM
RESPONSE DOCUMENT #5:	INDEMNIFICATION AND HOLD HARMLESS
RESPONSE DOCUMENT #6:	ADDENDUM ACKNOWLEDGEMENT
RESPONSE DOCUMENT #7:	COMPANY DATA
RESPONSE DOCUMENT #8:	SYSTEM AWARD MANAGEMENT FORM
RESPONSE DOCUMENT #9:	LIST OF REFERENCES
RESPONSE DOCUMENT #10:	CERTIFICATION REGARDING LOBBYING
RESPONSE DOCUMENT #11:	SWORN STATEMENT – PUBLIC ENTITY CRIMES
RESPONSE DOCUMENT #12:	GOVERNMENTAL DEBARMENT & SUSPENSION
RESPONSE DOCUMENT #13:	VENDORS ON SCRUTINIZED COMPANIES LIST
RESPONSE DOCUMENT #14:	GRANT FUNDED CLAUSES
RESPONSE DOCUMENT #16:	CERTIFICATE OF GOOD STANDING FOR THE STATE OF FLORIDA-PROVIDED BY CONTRACTOR – see above*

**RESPONSE DOCUMENT #1: DRUG-FREE WORKPLACE CERTIFICATION**

THE BELOW SIGNED RESPONDENT CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE:	<u>2/21/2024</u>	SIGNATURE:	
COMPANY:	<u>Visual Sound, Inc.</u>	NAME:	<u>Mark Procopio</u> (TYPED OR PRINTED)
ADDRESS:	<u>Company HQ</u> <u>485 Parkway Dr, Broomall</u> <u>PA 19008</u>	TITLE:	<u>Chief Financial Officer</u>
PHONE #:	<u>(610) 544-8700</u>	E-MAIL:	<u>mprocopio@visualsound.com</u>

**RESPONSE DOCUMENT #2: CONFLICT OF INTEREST DISCLOSURE FORM**

For purposes of determining any possible conflict of interest, all Respondents, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a County employee, elected official, or agency is also associated with your business), or "no." If yes, give person(s) name(s) and position(s) with your business.

YES: \_\_\_\_\_ NO:  \_\_\_\_\_

NAME(S)

POSITION(S)

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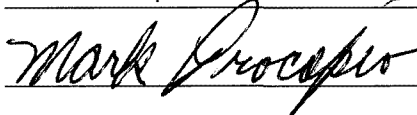
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FIRM NAME: Visual Sound, Inc.

BY (PRINTED): Mark Procopio

BY (SIGNATURE): 

TITLE: Chief Financial Officer

ADDRESS: 485 Parkway Dr, Broomall

PA 19008

PHONE NUMBER: (610) 544-8700

E-MAIL: mprocopio@visualsound.com

DATE: 2/21/2024



**RESPONSE DOCUMENT #3: FEDERAL E-VERIFY COMPLIANCE CERTIFICATION**

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the Respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contact to likewise utilize the U.S. Department of Homeland Securities E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

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As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: 2/21/2024

SIGNATURE: 

COMPANY: Visual Sound, Inc.

NAME: Mark Procopio

ADDRESS: 485 Parkway Dr, Broomall  
PA 19008

TITLE: Chief Financial Officer

E-MAIL: mprocopio@visualsound.com

PHONE #: (610) 544-8700



**RESPONSE DOCUMENT #5: INDEMNIFICATION AND HOLD HARMLESS**

CONTRACTOR shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

Visual Sound, Inc.

Proposer's Company Name

485 Parkway Dr, Broomall

Physical Address

Mailing Address

Same as above

Phone Number

(610) 544-8700

Cellular Number

Eric Evans - FL AV Project Consultant - (610) 633-5520

Date



Authorized Signature – Manual

Mark Procopio

Authorized Signature – Typed

Chief Financial Officer

Title

FAX Number

National Support: 800.523.7525

After-Hours Number(s)

**RESPONSE DOCUMENT #6: ADDENDUM ACKNOWLEDGEMENT**  
**RFP PS 26-24**

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of solicitation:

**ADDENDUM NO.**

**DATE**

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1

2/1/2024

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A non-mandatory pre-proposal meeting is scheduled at the below location and time:  
Emergency Operations Center  
February 9, 2024 3:00 P.M.

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2

2/13/2024

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respond to questions from potential vendors

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NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.

**RESPONSE DOCUMENT #7: COMPANY DATA**

Respondent's Company Name: Visual Sound, Inc.

Physical Address & Phone #: Corporate Headquarters:

485 Parkway Dr, Broomall PA 19008

Remote Florida Satalite Office

Santa Rosa Beach Florida 32459

Contact Person (Typed-Printed): Eric Evans AV Project Consultant

Phone #: (610) 690-1349

Cell #: (610) 633-5520

Federal ID or SS #: #25-1863159

DUNNS/SAM #: #013905278

Respondent's License #: FEIN No.: 25-1863159

Additional License – Trade and Number Business Partner No.: 4805105

Fax #: \_\_\_\_\_

Emergency #'s After Hours,  
Weekends & Holidays: \_\_\_\_\_

DBE/Minority Number: \_\_\_\_\_

## **RESPONSE DOCUMENT #8: SYSTEM FOR AWARD MANAGEMENT (OCT 2016)**

(a) Definitions. As used in this provision.

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

“Registered in the System for Award Management (SAM) database” means that.

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

(1) Company legal business name.

(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(3) Company Physical Street Address, City, State, and Zip Code.

(4) Company Mailing Address, City, State and Zip Code (if separate from physical).

(5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

(10) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise selected registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

Offerors SAM information:

Entity Name: Visual Sound, Inc.

Entity Address: Corporate Headquarters: 485 Parkway Dr, Broomall PA 19008

Sam.gov Unique Entity Identifier: GS-03F-0125V

CAGE Code: OASC4

Once Visual Sound is selected for the final selection process (such as interviews) or is awarded the contract, we will provide detailed contact references for the projects listed below.

**RESPONSE DOCUMENT #9: LIST OF REFERENCES**

1. Owner's Name and Address: Hoosier Energy - 2501 South Cooperative Way Bloomington, IN 47403  
State of the Art Boardroom AV Design & Integration with multiple Planar Video Walls

Contact Person: \_\_\_\_\_ Telephone # (\_\_\_\_\_) \_\_\_\_\_

\*Email: \_\_\_\_\_

2. Owner's Name and Address: Susquehanna County Emergency Operations / 911 - Montrose PA  
Equipped with one (1) 65" display and seven (7) 75" displays mounted around the room.  
These displays are setup with the daily operational data for the 911 call center operators.

Contact Person: \_\_\_\_\_ Telephone # (\_\_\_\_\_) \_\_\_\_\_

\*Email: \_\_\_\_\_

3. Owner's Name and Address: Pacific Gas & Electric (PG&E) – Electric Transmission - California  
Emergency Management Centers - multiple locations Complete  
integrated Command and Control Centers – Project Value 10,000,00

Contact Person: \_\_\_\_\_ Telephone # (\_\_\_\_\_) \_\_\_\_\_

\*Email: \_\_\_\_\_

4. Owner's Name and Address: Anne Arundel County- Maryland  
Control Room Project Conference Room / War Room Project Video Wall – Project Value 800,000

Contact Person: \_\_\_\_\_ Telephone # (\_\_\_\_\_) \_\_\_\_\_

\*Email: \_\_\_\_\_

5. Owner's Name and Address: Central Electric - Missouri  
Video Wall with Planar Displays in a 6x3 array, two flanking displays.  
An adjacent Distribution control room has three 98" displays 750,000 Value

Contract Person: \_\_\_\_\_ Telephone # (\_\_\_\_\_) \_\_\_\_\_

\*Email: \_\_\_\_\_





## RESPONSE DOCUMENT #9: LIST OF REFERENCES

Once Visual Sound is selected for the final selection process (such as interviews) or is awarded the contract, we will provide detailed contact references for the projects listed below.

### Hoosier Energy- State of the Art Boardroom AV Design & Integration

A recent completed Visual Sound Inc. surpassed expectations with the installation of new LED video walls. The project was completed successfully tested and commissioned ahead of a scheduled 30-day timeframe! The customer conveyed tremendous satisfaction with the remarkable results of the upgraded video wall design and integration! Check out the details here written up [AV-IQ magazine](#)



Customer	Pacific Gas & Electric (PG&E) – Electric Transmission - California
Project Name	Emergency Management Center
Project Description	Installed Large Format Displays and Desktop Displays for EOC operations.
Total Project Cost	\$300,000
Project Install	Install 2021

Customer	Pacific Gas & Electric (PG&E) – Electric Transmission - California
Project Name	Multiple Projects
Project Description	Audio Upgrade, Spare Parts, Video Wall Controller Upgrade, Desktop monitor replacement, Operator Console mount replacement, Large format display replacement, Crestron Control replacement, QA control room setup with processing and displays for system testing, 5-year Service Contract.
Total Project Cost	~\$10,000,000.00
Project Install	2017, 2019, 2020, 2021, 2022, 2023

Customer	Southern California Edison (SCE) Electric Transmission - California
Project Name	MESA Substation – Control Room
Project Description	A new building on the site of an existing sub-station. VSI provided a 2x16 video wall, redundant controllers, system control, and consoles.
Total Project Cost	~\$1,500,000.00
Project Install	Install 2018

Customer	Southern California Edison (SCE) Electric Transmission - California
Project Name	MESA Substation – Test and Maintenance Building
Project Description	A new building on the site of an existing sub-station. In a virtual training room VSI installed a 5x3 Barco Unisee Video wall and a 25’x9’ 1.2mm direct view LED video wall. The shop has 10 75” displays around the outside walls, with two interactive touch tables. The test office has two 75” displays for video conferencing and presentation capabilities. The maintenance office has two 75” displays for video conferencing and presentation capabilities. The entire system is controlled by a Crestron Matrix Switcher and a VuWall Video Wall Processor.
Total Project Cost	~\$1,500,000.00
Project Install	Install 2023

## RESPONSE DOCUMENT #9: LIST OF REFERENCES

Customer	California Independent System Operator - California
Project Name	Lincoln Backup Control Room Remodel
Project Description	Remodel of existing 10x2 rear projection video wall. Added 16 additional cubes and upgraded the existing 20 engines. Wall is now 12x3. Also upgraded the video wall processing to Jupiter Pixelnet 2. Additionally, beginning in 2022 we have a three year service agreement for all of CAISO service
Total Project Cost	~\$1,200,000.00+ ~\$400k Service agreement
Project Install	2019 & 2022

Customer	Anne Arundel County - Maryland
Project Name	Anne Arundel County Control Room Project
Project Description	VSI installed 6 new operator consoles over 4 different locations. Updated a conference/war room and installed a Mitsubishi Rear Projection cube video wall along with 2 robust video wall controllers. The wall was a 6w x 3h matrix
Total Project Cost	~\$800,000.00
Project Install	Install 2020

Customer	Lyntegar Electric Cooperative - Texas
Project Name	Main Control Room
Project Description	Design, Furnish, Install and Service Agreement in place. Replaced 3 projector system with flat panel video wall displays in a 5x2 curved array. Video Wall Controller is PC Based processing
Total Project Cost	\$125,000
Project Install	Install 2020

Customer	Port of Oakland Maritime TMC - California
Project Name	TMC/SOC Control Room
Project Description	Renovation Project. Furnish, Install and Service Agreement in place. Video Wall with LED DLP Cube Displays in a 5x2 array. Video Wall Controller PC Based processing and control. Additionally, Winsted operator consoles were installed within the space.
Total Project Cost	\$900,000, Install 2020

Customer	City of Concord – North Carolina
Project Name	Control Room
Project Description	New Building. Furnish, Install and Service Agreement in place. Video Wall with Samsung Displays in a 6x3 array. Jupiter Video Wall Controller PC Based processing.
Total Project Cost	\$400,000, Install 2023

Customer	Central Electric - Missouri
Project Name	TCS/DCS Project
Project Description	New Building. Furnish, Install and Service Agreement in place. Transmission Video Wall with Planar Displays in a 6x3 array, two flanking displays. An adjacent Distribution control room has three 98" displays. Jupiter Video Wall Controller PC Based processing for both rooms.
Total Project Cost	\$750,000, Install 2022

**RESPONSE DOCUMENT #10: LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20**

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements  
(To be submitted with each bid or offer exceeding \$100,000)

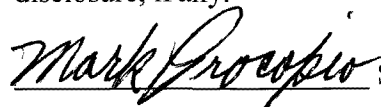
The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.] The Contractor,\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

 Signature of Contractor's Authorized Official

Mark Procopio, CFO Name and Title of Contractor's Authorized Official

2/21/2024 Date

**RESPONSE DOCUMENT #11: SWORN STATEMENT UNDER  
SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted for Visual Sound, Inc.
2. This sworn statement is submitted by Mark Procopio whose  
business address is: 485 Park Way, Broomall, PA 19008 and (if  
applicable) its Federal Employer Identification Number (FEIN) is (If entity has no FEIN,  
include the Social Security Number of the individual signing this sworn statement: 25-1863159
3. My name is Mark Procopio and my relationship to the entity  
named above is Chief Financial Officer

4. I understand that a “public entity crime” as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that “convicted” or “conviction” as defined in Section 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record, relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an “affiliate” as defined in Section 287.133(1) (a), Florida Statutes, means:

- (1) A predecessor or successor of a person convicted of a public entity crime; or
- (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a “person” as defined in Section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and

agents who are active in management of an entity.

8. Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

X Neither the entity submitting this sworn statement, nor one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the Final Order.]

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the Final Order.]

\_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

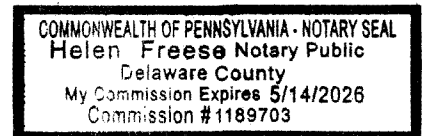
Date: 2/22/2024 Signature: Mark Procopio

STATE OF: Pennsylvania

COUNTY OF: Delaware

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who after first being sworn by me, affixed his/her signature in the space provided above on this 22nd day of February, in the year 2024.

My commission expires: 5-14-26  
Notary Public  
Helen Freese



Print, Type, or Stamp of Notary Public

Personally known to me, or Produced Identification:

Personally known to me

Type of ID

## **RESPONSE DOCUMENT #12: GOVERNMENT DEBARMENT & SUSPENSION**

### **Instructions**

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in

addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R.

Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

**[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING CERTIFICATION]**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

Mark Procopio - Chief Financial Officer

Printed Name and Title of Authorized Representative

  
Signature

2/21/2024

Date

Visual Sound, Inc.

Company Name

485 Parkway Dr,

Street Address

Broomall PA 19008

City, State, Zip

**Okaloosa County Board of County  
Commissioners**

Sub-Recipient's Name

H0910

DEM Contract Number

4337-4-Pal

FEMA Project Number



**RESPONSE DOCUMENT #13: VENDORS ON SCRUTINIZED COMPANIES LISTS**

By executing this Certificate Visual Sound, Inc., the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: 2/21/2024

SIGNATURE: 

COMPANY: Visual Sound, Inc.

NAME: Mark Procopio  
(Typed or Printed)

ADDRESS: 485 Parkway Dr,  
Broomall PA 19008

TITLE: Chief Financial Officer

E-MAIL: mprocopio@visualsound.com

PHONE NO.: (610) 544-8700

## RESPONSE DOCUMENT #14: GRANT FUNDED CLAUSES

This Exhibit is hereby incorporated by reference into the main *Procurement*.

### **FEDERAL PROVISION RELATED TO GRANT FUNDS THAT MAY BE USED TO FUND THE SERVICES AND GOODS UNDER THIS *SOLICITATION***

This *solicitation* is fully Federally Grant funded. To the extent applicable, in accordance with Federal law, respondents shall comply with the clauses as enumerated below. *Proposer* shall adhere to all grant conditions as set forth in the requirements of Grant #23PLN65. Including, but not limited to, those set forth below, as well as those listed below, which are incorporated herein by reference:

- a. 2 CFR. 25.110
- b. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000
- c. Executive Orders 12549 and 12689
- d. 41 CFR s. 60-1(a) and (d)
- e. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

These cited regulations are hereby incorporated and made part of this *Solicitation* as if fully set forth herein. As stated above, this list is not all inclusive, any other requirement of law applicable in accordance with the Federal, State or grant requirements are also applicable and hereby incorporated into this *Solicitation*. If *Proposer* cannot adhere to or objects to any of the applicable federal requirements, *Proposer's* proposal may be deemed by the County as unresponsive. The provisions in this exhibit are supplemental and in addition to all other provisions within the *procurement*. In the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of the remainder of the *procurement*, the conflicting terms and conditions of this Exhibit shall prevail. However, in the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of any federal grant funding document provided specific to the funds being used to contract services or goods under this *Procurement* the conflicting terms and conditions of that document shall prevail.

**Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182):** Applicability: As required in the Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D). Requirement: to the extent applicable, *proposer* must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

**Conflict of Interest (2 CFR § 200.112):** Applicability: Any federal grant funded Contract or Contract that may receive federal grant funds. Requirement: The *proposer* must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy. Further, the County is required to maintain conflict of interest policies as it relates to procured contracts. In accordance with the Okaloosa County Purchasing Manual section 41.05(8), a conflict of interest exists when and of the following occur: i. Because of other activities, relationships, or contracts, a *proposer* is unable, or potentially unable, to render impartial assistance or advice; ii. A *proposer's* objectivity in performing the contract work is or might be otherwise impaired; or iii. The *proposer* has an unfair competitive advantage.

**Mandatory Disclosures (31 U.S.C. §§ 3799 – 3733):** Applicability: All Contracts using federal grants funds, or which may use federal grant funds. Requirement: *proposer* acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the *proposer's* actions pertaining to this *solicitation*. The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

**Utilization of Minority and Women Firms (M/WBE) (2 CFR § 200.321):** Applicability: All federally grant funded Contracts or Contracts which may use federal grant funds. Requirement: The *proposer* must take all

necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime *proposer* will require compliance by all sub-contractors. Prior to contract award, the *proposer* shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)  
Florida Department of Transportation  
Minority Business Development Center in most large cities and  
Local Government M/DBE programs in many large counties and cities

**Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375):** Applicability: except as otherwise provided under 41 CFR Part 60, applies to all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3. Requirement: During the performance of this Contract, the *proposer* agrees as follows: (1) The *Proposer* will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The *Proposer* will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The *Proposer* agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause; (2) The *Proposer* will, in all solicitations or advertisements for employees placed by or on behalf of the *Proposer*, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) The *Proposer* will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the *Proposer's* commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The *Proposer* will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor; (5) The *Proposer* will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.; (6) In the event of the *Proposer's* noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the *Proposer* may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.; (7) *Proposer* will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The *Proposer* will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a *Proposer* becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the *Proposer* may request the United States to enter into such litigation to protect the interests of the United States.

**Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5):**

Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *solicitation*, the *proposer* agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). *Proposer* are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

**Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3):**

Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *Solicitation*, *proposer* shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this *solicitation*. *Proposer* are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

**Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5):**

Applicability: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers. Requirement: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387, as amended):**

Applicability: Contracts and subgrants of amounts in excess of \$150,000.00. Requirement: *proposer* agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**Debarment and Suspension (2 CFR part 180, Executive Orders 12549 and 12689):**

Applicability: All contracts with federal grant funding or possibility of federal grant funds being used. Requirement: *proposer* certifies that it and its principals, if applicable, are not presently debarred or suspended by any Federal department or agency from participating in this transaction. *Proposer* now agrees to verify, to the extent applicable that for each lower tier subcontractor that exceeds \$25,000 as a “covered transaction” under the Services to be provided is not presently disbarred or otherwise disqualified from participating in the federally assisted services. The *proposer* agrees to accomplish this verification by: (1) Checking the System for Award Management at website: <http://www.sam.gov>; (2) Collecting a certification statement similar to the Certification of Offeror/Bidder Regarding Debarment, herein; (3) Inserting a clause or condition in the covered transaction with the lower tier contract.

**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** Applicability: Applicable to any individual/entity that applies or bids/procures an award in excess of \$100,000. Requirement: *proposer* must file the required certification, attached to the procurement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.

**Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401):** Applicability: If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 additional Standard patent rights clauses in accordance with 37 CFR § 401.14 shall apply. Requirement: Please contact the County for further information related to the applicable standard patent rights clauses.

**Procurement of Recovered Materials (2 CRF 200.323 and 40 CFR Part 247):** Applicability: All contractors of Okaloosa County when federal funds may be or are being used under the Contract. Requirement: *proposer* must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**Access to Records and Reports:** Applicability: All Contracts that received or may receive federal grant funding. Requirement: *Proposer* will make available to the County’s granting agency, the granting agency’s Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa County, Okaloosa County Clerk of Court’s Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the County’s grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor’s personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

**Record Retention (2 CFR § 200.33):** Applicability: All Contracts that received or may receive **Federal or State** grant funding. Requirement: [*proposer/consultant/contractor*] will retain of all required records pertinent to this contract for a period of five years, after all funds have been expended or returned to the County. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. Your company must agree to provide or make available such records to the County upon request, in order to conduct audits or other investigations and retain these records in compliance with the OMB guidance 2 C.F.R. §200.334.

**Federal Changes:** *Proposer* shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of *any awarded contract*.

**Termination for Default (Breach or Cause):** Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor

fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

**Termination for Convenience:** Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: *Any Awarded Contract* may be terminated by Okaloosa County in whole or in part at any time, upon ten (10) days written notice. If the Contract is terminated before performance is completed, the *Contractor* shall be paid only for that work satisfactorily performed for which costs can be substantiated.

**Safeguarding Personal Identifiable Information (2 CFR § 200.82):** Applicability: All Contracts receiving, or which may receive federal grant funding. Requirement: *proposer* will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

**Prohibition On Utilization Of Cost Plus A Percentage Of Cost Contracts (2 CFR Part 200):** Applicability: All Contracts receiving or which may receive federal grant funding. Requirement: The County will not award contracts containing Federal funding on a cost-plus percentage of cost basis.

**Energy Policy and Conservation Act (43 U.S.C. § 6201 and 2 CFR Part 200 Appendix II (H)):** Applicability: For any contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Requirement: *proposer* shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

**Trafficking Victims Protection Act (2 CFR Part 175):** Applicability: All federally grant funded contracts or contracts which may become federally grant funded. Requirement: *Proposer* will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits *Proposer* from (1) engaging in severe forms of trafficking in persons during the period of time that *resulting contract* is in effect; (2) procuring a commercial sex act during the period of time that *resulting contract* is in effect; or (3) using forced labor in the performance of the contracted services under *a resulting contract*. *A resulting contract* may be unilaterally terminated immediately by County for *Proposer's* violating this provision, without penalty.

**Domestic Preference For Procurements (2 CFR § 200.322):** Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in *a resulting contract*, shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.

**Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101, Executive Order 14005)):** Applicability: Applies to purchases of iron, steel, manufactured products and construction materials permanently incorporated into infrastructure projects, where federal grant funding agency requires it or if the grant funds which may come from any federal agency, but most commonly: the U.S. Environmental Protection Agency (EPA), the U.S. Federal Transit Administration (FTA), the US Federal Highway Administration (FHWA), the U.S. Federal Railroad Administration (FRA), Amtrack and the U.S. Federal Aviation Administration (FAA). Requirement: All iron, steel, manufactured products and construction materials used

under a federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check with Okaloosa County for further details. Proposers shall be required to submit a completed Buy America Certificate with this procurement, an incomplete certificate may deem the proposer's submittal non-responsive.

**Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216):** Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: *Proposer* and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government FACILITY, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

**Enhanced Whistleblower Protections (41 U.S.C. § 4712):** Applicability: National Defense Authorization Act of 2013 extending whistleblower protections to *Proposer* employees may apply to the Federal grant award dollars involved with a *resulting contract*. Requirement: See 42 U.S. Code § 4712 for further requirements. Requirement: An employee of *Proposer* and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

**Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170):** Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: In accordance with FFATA, the *Proposer* shall, upon request, provide Okaloosa County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

**Federal Awardee Performance and Integrity Information System (FAPIIS)( The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII):** Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *Proposer* shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

**Never Contract With The Enemy (2 CFR Part 183):** Applicability: only to grant and cooperative agreements in excess of \$50,000 performed outside of the United States, including U.S. territories and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities. Requirement: *proposer* must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

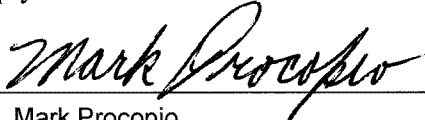
**Federal Agency Seals, Logos and Flags:** Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *proposer* shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.

**No Obligation by Federal Government:** Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from a *resulting contract*.

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The Chief Financial Officer on behalf of Visual Sound, Inc. the *proposer* is authorized to sign below and confirm the *proposer* is fully able to comply with these requirements, federal terms and conditions and has made any inquiries and/or further examination of the law and requirements as is necessary to comply.

DATE: 2/21/2024  
COMPANY: Visual Sound, Inc.  
ADDRESS: 485 Parkway Dr,  
Broomall PA 19008  
  
E-MAIL: mprocopio@visualsound.com  
PHONE NO.: (610) 544-8700

SIGNATURE:   
NAME: Mark Procopio  
TITLE: Chief Financial Officer





**Florida Department of Revenue**  
General Tax Administration

**Jim Zingale**  
Executive Director

5050 West Tennessee Street, Tallahassee, FL 32399

floridarevenue.com

February 28, 2024

Visual Sound Inc  
485 Park Way  
Broomall, PA 19008

FEIN No.: 25-1863159  
Business Partner No.: 4805105

Certificate of Compliance

Dear: **Mark Procopio**

We have received your request for a certificate of compliance as referenced in Section 213.758(4), F.S., for the account listed above. Our records indicate that as of the date of this letter:

- The Department has not issued a Notice of Intent to Audit for the referenced account;
- Any audit assessment issued is still within the timeframe to protest;
- All required tax returns, as of the date of this letter, for the referenced account have been filed; and
- There are no outstanding liabilities on the referenced account.

Therefore, this letter constitutes receipt of a certificate of compliance and is issued to **[Visual Sound Inc]** in accordance with Section 213.758(4)(a)1.a, Florida Statutes.

Please be advised that Section 213.758(4)(a)2., Florida Statutes, allows either the transferee of a business or its transferor to request an audit of the transferor's books and records.

Sincerely,

Brianna Shellmon  
Tax Specialist I  
Florida Department of Revenue  
Phone (850) 488-6800  
Contact ID # N/A

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**DIGITAL** **PROJECTION**

# M-VISION LASER 18K DIGITAL PROJECTOR

THE VISIONARIES CHOICE



## M-Vision Laser 18K WUXGA

**16,000 ANSI / 18,000 ISO Lumens | Contrast Ratio: 10,000:1 (Dynamic Black) | Part Number: 120-605**

### Key Specifications:

<b>Colour System:</b>	Blue Laser Phosphor +4-segment colour wheel
<b>Display Type:</b>	1 x 0.96" DarkChip™ DMD™
<b>DMD Specification:</b>	1920 x 1200 pixels native display. Fast transit pixels for smooth greyscale and improved contrast.
<b>Aspect Ratio:</b>	16x10
<b>Fill Factor</b>	87%
<b>Key Features:</b>	<p><b>Video &amp; Graphics Processing</b></p> <ul style="list-style-type: none"><li>• HDMI 1.4b for Side by Side, Frame Packing, Frame Sequential &amp; TopBottom 3D Formats</li><li>• Dual Flash Processing can be used to multiply the displayed frame rate for 3D sources.</li><li>• Dual Pipe Processing: Two sources in parallel for Left and Right eyes.</li><li>• Synchronisation of active glasses.</li><li>• 3G-SDI with loop-through.</li><li>• 24p and 1080p native display.</li></ul> <p><b>Geometry Correction</b></p> <ul style="list-style-type: none"><li>• Cornerstone, Vertical &amp; Horizontal Keystone, Pincushion &amp; Barrel, and Image Rotation.</li><li>• Blanking control for custom input window sizing.</li><li>• Scaling for fixed aspect ratio screens.</li></ul> <p><b>Edge Blending</b></p>

- Correction for non-active pixels at the edge of the display.

**Picture in Picture**

- Two sources can be displayed either one within the other (PIP) , or side by side, with the original aspect ratios maintained.

**HDBaseT® Interface**

- Built in support for transmission of uncompressed High Definition Video over standard CAT5e/6 LAN cable.
- Allows the projector to be placed up to 100m from source with low cost cabling.

**Colour Processing**

- Powerful seven-point colour correction for accurate colour matching.

**Projector Controller Software**

- Intuitive user interface for network control.
- Simultaneous control of user-defined groups of projectors.
- At-a-glance monitoring of projector status.

**Projector Automation**

- Real-time clock provides daily on/off automation.

**Installation**

- Integrated stacking mount pins.
- Eye bolts included for easy rigging.

**Source Compatibility**


3GSDI is SMPTE 292M, SMPTE 259M-C and SMPTE 424M compliant.  
 HDMI including Deep Color™ processing.  
 Graphics standards up to 1920 x 1200 resolution at 60Hz via HDMI or DisplayPort.

**Inputs/Outputs**

Video & Computer		
Type	Connector	Qty
DisplayPort 1.1a	DisplayPort	2
HDMI 1.4a	HDMI	2
3G-SDI in	BNC	1
3G-SDI out	BNC	1
HDBaseT (see LAN)	LAN RJ45	1
Communication & Control		
Type	Connector	Qty
3D Sync Out	BNC	1
3D Sync In	BNC	1
LAN	RJ45	1
RS232	9-pin D-Sub	1
Wired Remote	3.5mm Stereo Jack	1
12V Trigger	3.5mm Stereo Jack	2
<b>NOTE: The HDBaseT and LAN ports are not shared.</b>		

**3D Formats Supported**

Frame Packing  
 Dual Pipe

	Frame Sequential Side By Side (half) Top and Bottom																								
<b>HDTV Formats Supported</b>	1080p (24Hz, 25Hz, 30Hz, 50Hz, 60Hz), 1080i (50Hz, 60Hz), 720p (50Hz, 60Hz)																								
<b>Computer Compatibility</b>	Up to 1920 x 1200																								
<b>Bandwidth</b>	165 MHz on analog RGB 165 Megapixels per second on HDMI																								
<b>Remote Control</b>	Addressable IR Remote Control, wireless and wired On-Board keypad																								
<b>Automation Control</b>	Crestron RoomView® Connected PJLink Class 1 LAN RS232 AMX (Device Discovery) Served web page																								
<b>Colour Temperature</b>	3200K to 9300K																								
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<b>illumination Type</b>	Laser Light Source																								
<b>Typical illumination Life</b>	20,000 hours																								
<b>Lenses</b>	<table border="1"> <thead> <tr> <th>Lens</th> <th>Part No.</th> <th>Optimised Focus Range*</th> <th>Lens Shift (Frame)</th> </tr> </thead> <tbody> <tr> <td>0.9 - 1.2 : 1 zoom</td> <td>120-624</td> <td>0.92m - 13.46m</td> <td>Vert: 0.45 (U) 0.45 (D) frame, Hor: 0.15 (L) 0.15 (R) frame</td> </tr> <tr> <td>1.20 - 1.56 : 1 zoom</td> <td>120-625</td> <td>1m - 17.5m</td> <td>Vert: 0.5 (U) 0.5 (D) frame, Hor: 0.15 (L) 0.15 (R) frame</td> </tr> <tr> <td>1.50 - 2.00 : 1 zoom</td> <td>120-626</td> <td>2m - 21.8m</td> <td>Vert: 0.5 (U) 0.3 (D) frame, Hor: 0.15 (L) 0.15 (R) frame</td> </tr> <tr> <td>2.00 - 4.00 : 1 zoom</td> <td>120-627</td> <td>2.5m - 41.8m</td> <td>Vert: 0.5 (U) 0.3 (D) frame, Hor: 0.15 (L) 0.15 (R) frame</td> </tr> <tr> <td>4.00 - 7.00 : 1 zoom</td> <td>120-628</td> <td>4m - 42m</td> <td>Vert: 0.5 (U) 0.3 (D) frame, Hor: 0.15 (L) 0.15 (R) frame</td> </tr> </tbody> </table> <p>* Lens focal ranges above are the optimised distances but are likely to focus further, please contact your RSM for more details. Lens ratio tolerances: E-Vision Series: +/-3%. HighLite Series +/- 5%. M-Vision Series: +/- 2%. Titan Series: +/-2%, INSIGHT Series: +/-2%,</p>	Lens	Part No.	Optimised Focus Range*	Lens Shift (Frame)	0.9 - 1.2 : 1 zoom	120-624	0.92m - 13.46m	Vert: 0.45 (U) 0.45 (D) frame, Hor: 0.15 (L) 0.15 (R) frame	1.20 - 1.56 : 1 zoom	120-625	1m - 17.5m	Vert: 0.5 (U) 0.5 (D) frame, Hor: 0.15 (L) 0.15 (R) frame	1.50 - 2.00 : 1 zoom	120-626	2m - 21.8m	Vert: 0.5 (U) 0.3 (D) frame, Hor: 0.15 (L) 0.15 (R) frame	2.00 - 4.00 : 1 zoom	120-627	2.5m - 41.8m	Vert: 0.5 (U) 0.3 (D) frame, Hor: 0.15 (L) 0.15 (R) frame	4.00 - 7.00 : 1 zoom	120-628	4m - 42m	Vert: 0.5 (U) 0.3 (D) frame, Hor: 0.15 (L) 0.15 (R) frame
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<b>Lens Mount</b>	Motorised shift, zoom and focus, with programmable shift																								
<b>Mechanical Mounting</b>	Front/Rear Table Front/Rear Ceiling Adjustable Front/Rear Feet																								
<b>Orientation</b>	<b>Table Top or Inverted:Yes</b>																								

	<b>Pointing Up:</b> Yes <b>Pointing Down:</b> Yes <b>Roll (Portrait):</b> Yes				
<b>Power Requirements</b>	100 - 240VAC 50/60Hz single phase * Note that in 120V operation, the projector will be at 65% brightness				
<b>Power Consumption</b>	Typical 2000W @ 240VAC in Normal mode Typical 1200W @ 240VAC in ECO mode Typical 1200W @ 110VAC in Normal mode Typical 1000W @ 110VAC in ECO mode				
<b>Thermal Dissipation</b>	Typical 6482 BTU/Hour @ 220VAC in Normal mode Typical 3753 BTU/Hour @ 110VAC in Normal mode				
<b>Fan Noise</b>	Normal mode: 45 dBA max, 42 dBA typical Eco mode: 42 dBA max, 39dBA typical				
<b>Operating/Storage Temperature Operating:</b>	Operating: 0 to 40C (32 to 104F) Storage: -20 to 60C (-4 to 140F)				
<b>Operating Humidity</b>	10% to 90% relative, non-condensing				
<b>Weight</b>	49 kg / 108 lbs				
<b>Dimensions</b>	H: 24.8 cm W: 53.0 cm L: 69.5 cm H: 9.8 in W: 20.9 in L: 27.4 in				
<b>Safety &amp; EMC Regulations</b>	UL/cUL, CB, CCC, FCC Class A , CE, RoHS 2 IEC EN 60825-1:2014 Class 1 Laser Product IEC 60825-1:2007 Class 3R Laser Product IEC EN 62471-5:2015 Risk Group 3				
<b>Accessories</b>	<table border="1"> <thead> <tr> <th>Accessory</th> <th>Part No.</th> </tr> </thead> <tbody> <tr> <td>Infrared Remote (replacement)</td> <td>117-780</td> </tr> </tbody> </table> <p><i>*Dimensions included for reference only and are subject to change please download the full set of CAD files for this display for more accurate information.</i></p>	Accessory	Part No.	Infrared Remote (replacement)	117-780
Accessory	Part No.				
Infrared Remote (replacement)	117-780				
<b>Downloads</b>	<a href="#">PDF CAD Drawings</a> <a href="#">AUTOCAD Drawings</a> <a href="#">STEP / IGS Drawings</a> <a href="#">Lens CAD Drawings</a>				
<b>User Guide</b>	<a href="#">User Guides</a> <a href="#">User Guides (Korean)</a> <a href="#">Laser Risk Group Document</a> <a href="#">Important Information</a> <a href="#">Control Protocol</a>				



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**55 Chastain Road, Suite 115 Kennesaw, GA.**

**30144**



**T: 770.420.1350 | F: 770.420.1360**



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**DIGITAL PROJECTION, LTD**



**Greenside Way, Middleton Manchester, UK**

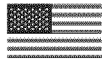
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**DIGITAL PROJECTION, CHINA**



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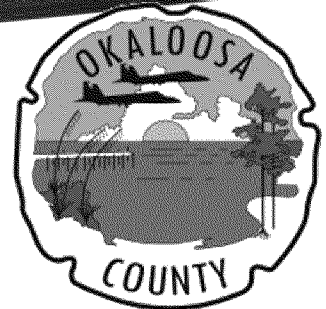
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# Proposal 12374: EMERGENCY OPERATIONS CENTER AUDIO VISUAL UPGRADE RFP PS 26-24



**PREPARED BY:**

**ERIC EVANS** - AV TECHNOLOGY PROJECT CONSULTANT

FLORIDA | SOUTHEAST US

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VISUAL SOUND, INC  
CORPORATE HEADQUARTERS  
485 PARK WAY  
BROOMALL, PA 19008



**CELEBRATING 55+ YEARS IN BUSINESS**

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To: DeRita Mason, Purchasing Manager | Okaloosa County Board Of County Commissioners, Paul Mixon, Chairman

Dear DeRita Mason, Paul Mixon and Okaloosa County Board,  
Visual Sound, Inc. appreciates the opportunity to submit a comprehensive proposal for RFP PS 26-24, focusing on the Design and Upgrade of the Emergency Operations Center Audio Visual Systems. Our submission meets all criteria, with comprehensive site visit information and relevant documents obtained from the "Okaloosa County Vendor Registry" site. We have examined the RFP document and site notes to ensure a thorough grasp of all statements and requirements.



vendor registry

### Okaloosa County Sealed Solicitation

SUBMIT BID

Title: Emergency Operations Center Audio Visual Upgrade

Deadline: 2/29/2024 3:00 PM (UTC-06:00) Central Time (US & Canada)

Visual Sound has established a strong reputation for designing and building custom solutions for our clients. As a financially robust, privately owned AV integration firm, we have a proven track record of success in the industry. Our hallmark is delivering on our clients' visions with sophisticated, dependable systems. We understand that this is a high-profile project requiring a team that can mobilize quickly, has an inventive understanding of complex systems, and can ensure attentive service.

Our Corporate Headquarters, situated at 485 Parkway Dr, Broomall PA 19008, will serve as the primary office for this contract. Additionally, we are pleased to announce our partnership with DJJ Technologies in Norcross, GA, who will play a vital role in the onsite installation and integration process. Their status as a top partner and certifications from leading industry companies will greatly enhance our collaboration. Our local Command Control AV project consultant, Eric Evans, will serve as your main contact for this project. Our engineering, design, and project management teams, along with our onsite AV integration teams, are excited to collaborate seamlessly on this project.

Enclosed with this letter, you will find a comprehensive outline of our proposed solution. This proposal remains valid until March 29<sup>th</sup> 2024.

Our understanding of your operations, attention to detail, and expertise sets us apart from anyone else in the industry. It goes without saying that we would be privileged to have Okaloosa County as one of our valued clients. We would appreciate the opportunity to review this proposal with you, at which time we can answer any questions, our capabilities, and experience further.



Robert Henze, CTS  
Vice President - Command and Control  
Visual Sound Inc.

Eric Evans  
Project Consultant - Command and Control  
Santa Rosa Beach Florida | Southeast US  
eevans@visualsound.com | (610) 633-5520

## SECTION I | About Visual Sound



Karen Bogosian  
President

Visual Sound, Inc. is a Privately Held, Woman Owned Business Enterprise which has been designing, building, and servicing innovative AV solutions since 1967. Visual Sound presently has over 110 employees and has offices located in Baltimore, Maryland, Pennsylvania (2 offices), and California.

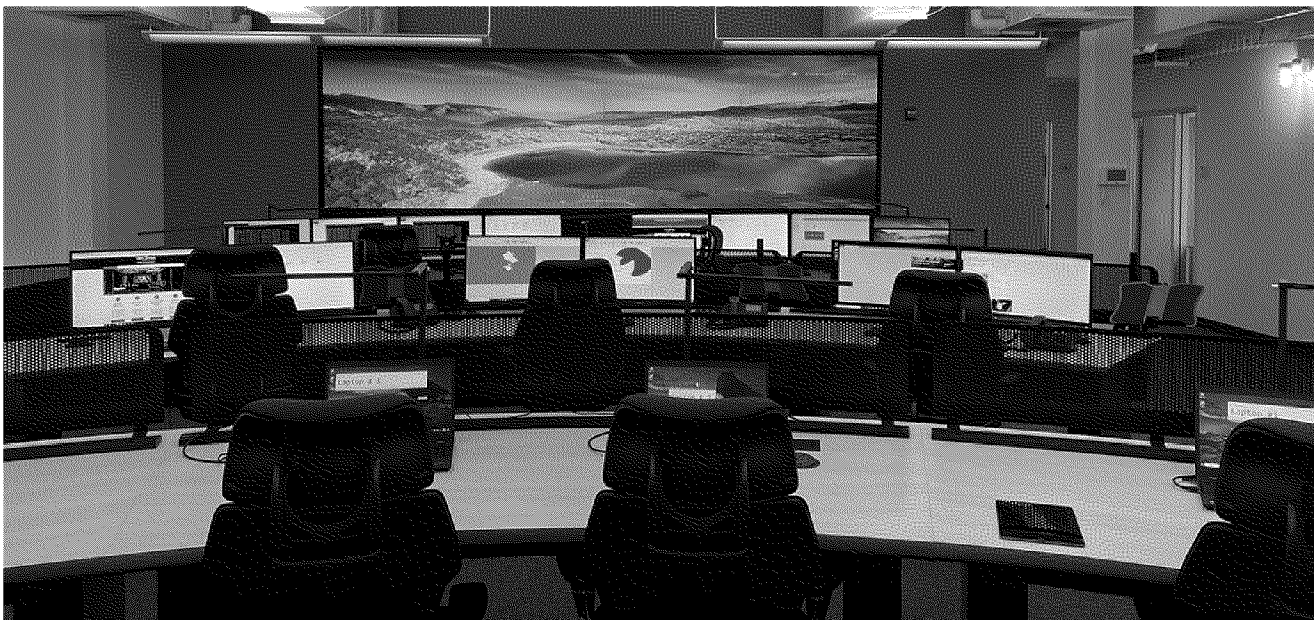
We service clients Nationwide by utilizing our in-house team of experts, and our strategic partner alliance. After decades of experience, our ability to grow and adapt to the latest technology and customer needs has made us a leader in the industry.

Our flexibility allows us to provide a variety of services to a wide range of industries. From classrooms to courtrooms, boardrooms to lecture halls, and corporate complexes to mission critical control room spaces, we can create the ideal audio/visual solutions that fit your needs and budget.

### A Legacy of Excellence and Experience

It takes a special company to stand out in today's highly competitive audio visual (AV) market. Welcome to Visual Sound, the company that exceeds your AV expectations. With Visual Sound, you will enjoy the benefits that come from partnering with highly-trained, industry-certified professionals who offer much more than just technical "know how." Emphasizing prompt, professional service, customized solutions and the highest quality work, we ensure that your system is perfect for your space, your needs and your budget.

With decades of experience in designing, building and servicing cutting-edge AV solutions, Visual Sound stands out from the crowd. Our ability to grow and adapt to the latest technology and customer needs has made us a leader in the industry.



## SECTION III | INSTALLATION TIMELINE

**Enhancing Projects with Our Design/Build Process:** Our Design/Build approach ensures a seamless progression for our clients, delivering timely results and cost efficiency. The more intricate the project, the more impactful this process becomes. Through Design-Build, clients benefit from a strategy prioritizing project delivery as planned. Visual Sound stands out as a creative, adaptable, and professional entity. We dedicate maximum effort to handle modifications while meeting deadlines. Punctuality and adaptability define Visual Sound’s commitment to meeting client requirements and completing projects promptly

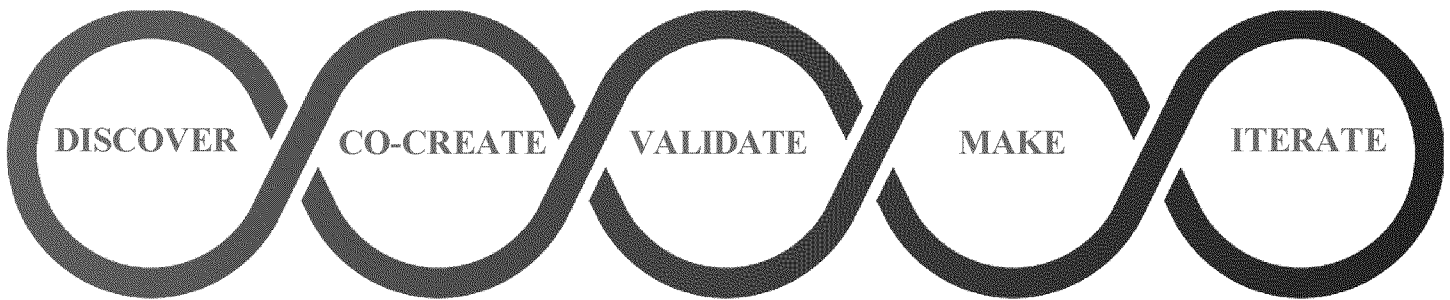
Gaining empathy for our customers and their stakeholders. A process of learning and listening together

An exploratory and hands-on process of generating unique, tailored, and curated options ideas side by side with budget consideration.

Ensuring that ideas are prototyped, evaluated and vetted before converging on a final solution.

Projects come to life as specifications and details transform into physical products and spaces.

Continuously evaluating solutions with small tests to ensure that spaces evolve for long-term success.



### MILESTONES

- Creative Engagement
- Interviews & Observation
- Programming
- Define Goals

### MILESTONES

- Concept Development
- Schematic Design
- Live Design Sessions
- Visualization

### MILESTONES

- Design Development
- Demos and Sit Tests
- 3D Rendering
- Virtual Reality Rendering

### MILESTONES

- Lessons Learned
- Welcome Packages
- Evaluations
- Care Manuals

### MILESTONES

- Custom Shop Drawings
- Final Specifications
- Order Confirmation
- Installation & Punch



## SECTION IV | Installation Timeline

Great outcomes start with great planning

### Project Management

Project Managers serve as the main contact for customers throughout the installation phase. They collaborate closely with various Visual Sound departments, client project consultants, manufacturers, vendors, and other experts to guarantee the successful completion of projects. Our project managers have a wealth of industry experience and technical knowledge, allowing them to provide valuable insights and recommendations. They also possess excellent communication skills to effectively convey project updates and address any concerns or issues that may arise.

Our project management team is dedicated to coordinating all aspects of the installation process, from procurement of materials to scheduling installers, subcontractors and ensuring timely delivery and installation.

#### Plan, Coordinate & Manage

- Develop work plans, schedules & logistics
- Manage dealer/manufacturer teams
- Organize deliveries
- Review & track project sites, plans, and orders
- Provide technical consultation
- Coordinate with client and third-party firms

#### Project Admin

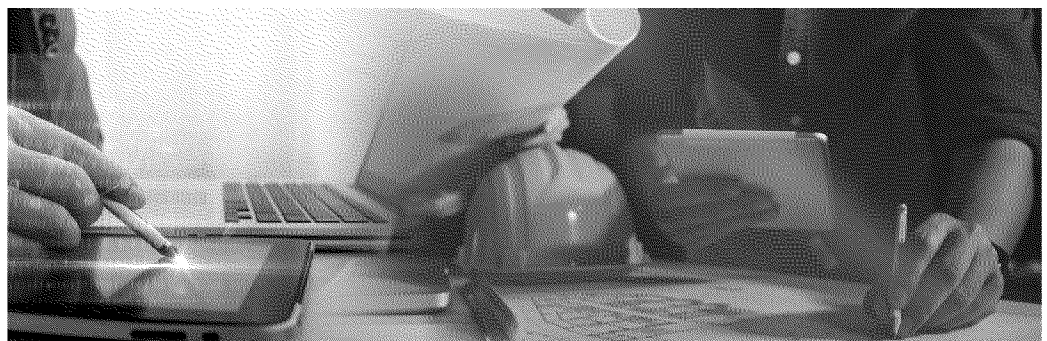
- Maintain project documentation of key decisions and project requests/revisions
- Provide timely, formal written communication
- Disseminates all critical information
- Manage accurate and detailed project files

#### Project Punch, Invoicing & Close-out

- Conduct Punch Walk-throughs
- Develop open issues/punch list
- Resolve open issues/punch list with the OI team
- Complete project close out documentation

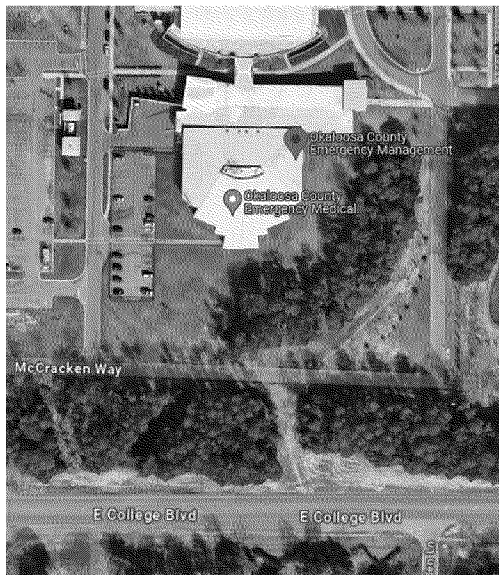
#### Implement & Manage Orders

- Review accuracy of plans & specs before ordering.
- Keep Project Consultants informed about order entry notes and delivery schedules
- Manage ship date adherence to requirements
- Inform manufacturing and shipping representatives about schedules and special instructions
- Plan and supervise product delivery and install
- Attend project, construction, and/or design meetings, as required



## SECTION IV | Installation Timeline

Technician Expertise, Experienced and Equipped



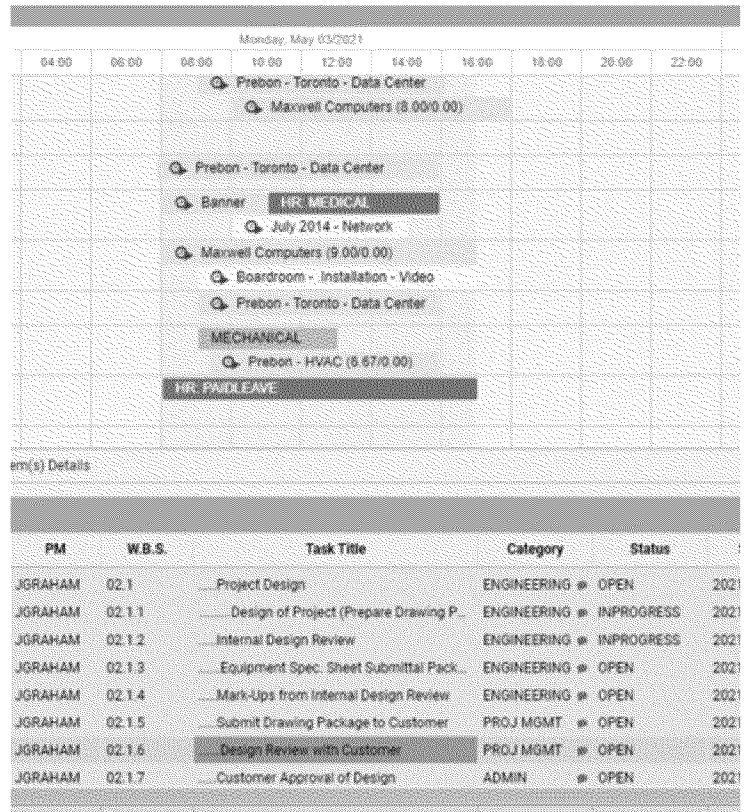
### Local Support & Geographical Alignment

We collaborate with our in-house installers and local partners to fulfill your requirements. With ample resources and adaptability, we can address almost any need. Visual Sound oversees the entire project from design inception to completion, ensuring acceptance by your team and removing obstacles to success. Our PMO team has analyzed your specifications and timelines, boasting a history of punctual delivery of comprehensive schedules.

To achieve this, each client project is handled by a dedicated Visual Sound team utilizing streamlined processes and our in-house facilities for fabrication and testing. This approach guarantees clients benefit from maximum uptime rather than downtime

## SECTION II | Installation Timeline

Emergency operations centers play a crucial role, highlighting the significance of reducing facility downtime. The plan involves our installation team working extended hours, including longer days and weekend shifts, if necessary, to expedite the timeline. Our approach includes integrating new systems with existing AV systems. Once the new systems are validated, we set a cutover date. This allows our engineering commissioning team to offer guidance and training to technical staff and users, aiding in the transition to any new AV system features. Upon Visual Sound securing the project, we will provide a detailed installation schedule for the AV system, outlining specific turnover dates from the old to the new system. Our objective is to efficiently complete the installation process, covering system testing, programming, commissioning, and training, surpassing expectations.



### Proposed Project Timeline

- **Finalize/Execute Agreement April 16, 2024**
- **Initial Consultation and Site Survey:** 1-2 Weeks from executing agreement
- **System Design, Submittals and Approval Process:** 4 Weeks – Submit Product Data, Provide manufacturer technical specifications, design typical installation drawings, system overview drawings, and sample images of included items.
- **Procurement, System Assembly, Bench Test and Program:** 4-6 weeks\*
- **Installation and Programming:** 4-6 Weeks
- **Testing, Handover & Training:** 2 Weeks



## SECTION III | Project Understanding

This project presents a unique set of challenges that require a thoughtful and innovative solution. The primary goal of this project is to not only upgrade the AV capabilities of the center but also ensure that these improvements are sustainable, compatible with existing infrastructure, and offer enhanced operational efficiency for emergency response coordination.

### Challenges Identified:

1. **Upgrading Seamless Projection Screen Performance:** The current project scope highlights the need to upgrade the large 96" X 341 ½" seamless projection screen's performance. It's crucial to note that upgrading this component without addressing the limitations posed by the current laser projectors might not achieve the desired outcomes. Our aim is to ensure a balanced enhancement across all visual output devices and have provided options to address the current limitations.
2. **Integration With Existing Crestron Control Processors and Panels:** The preference to retain all existing Crestron control processors and touch panels presents a technical challenge, given their age and limitations. Our proposal includes the strategic replacement of these components, with the exception of the main touch panel in the main ESF room, to ensure system reliability, extend the overall system lifespan, and provide a new 3-year manufacturer's warranty. The other challenge for the control system is the potential unavailability of existing system programming code. Starting new programming on the updated systems allows us to replicate and enhance the graphical user interface (GUI) and user experience in all rooms, ensuring intuitive control and interaction with the AV system.
3. **Microphone System Enhancement:** The current Mitel Conference room microphones are to be replaced with tabletop Biamp 360-degree beamtracking microphones. This upgrade is critical for achieving superior audio coverage and control during operations.

### We Understand Your Needs:

Today, technology is crucial to how we work in the modern world. We understand how important and vital this new upgraded Audio Visual System will be to improving communications in the Okaloosa County Emergency Operations Center. As we have learned over this few years, local government IT AV Systems must be reliable with the ability to consistently communicate and service to the citizens of Okaloosa County; now and in the future

Our goal is to collaborate with your team to create, design and implement, a transformative and innovative Audio Visual System solution, a system that will provide cutting-edge technology and enhance overall communications both internally and externally.

## SECTION IV | Experience of Firm

### Experienced Experts & Proven Processes:

The Visual Sound team consists of experienced professionals who ensure exceptional results. As noted in our cover letter, our team has over 150 years of combined experience through many successful projects. See the project reference section for more details. Visual Sound's Installation personnel are provided with on-going training by their management and our engineering staff. Manufacturer training is also provided where required for set-up and adjustment of equipment in the field. Sub-contractors are utilized mainly for projects requiring union labor and to supplement our permanent staff as required for timely systems installation.

Visual Sound is one of only a few companies nationwide to complete the Audiovisual Provide of Excellence (APEX) certification program from AVIXA



For over 55 years, Visual Sound has built its reputation on designing and building custom solutions for our customers. We are a woman owned, financially strong, AV integration corporation with a proven history of success in the industry. We are known to faithfully fulfill our client's vision with highly advanced engineered systems that perform reliably and dynamically. Our financial stability and proven track record in the AV integration industry position us as a dependable partner for Okaloosa County.

Our team, comprising of VP's, AV division managers, consultants, AV design engineers, and constructors, brings over 150 years of combined experience. This wealth of knowledge guarantees that we are well-equipped to handle the complexities of this project, delivering a solution that is both innovative and effective.

### Trust & Confidence:

As a national leader in the industry, we will proudly service your needs, and you can have the confidence of knowing we are a strong, stable and reliable resource that you can depend on for quality service and products for many years in the future. When you choose to work with Visual Sound, you are choosing a partner who will work with you to transform the stress and challenge of moving or growing your organization into an exciting and collaborative process. We strive to exceed all expectations for this project.



## SECTION IV | Experience of Firm



**Karen Bogosian** | President/CEO

With over 33 Years' Experience, Karen is responsible for our long-term vision, sales strategies, and business strategic development and Vendor relations. Karen leads the Visual Sound management team and concentrates on sales, marketing, and technical operations. Prior to joining Visual Sound, Karen worked for 15 years in various senior management positions for Visual Sound's former parent company, The Camera Shop, Inc. plus 3 years in management with the Nation's largest specialty camera retailer, Ritz Camera, leading up to managing the Visual Sound team for the past 18 years.



**Mark Procopio**  
Chief Financial Officer

Mark has been the CFO for Visual Sound, Inc. for 35 years. His responsibilities encompass all financial related matters, including Financial Reporting and Banking Relations. Mark is a CPA and has a master's degree in taxation. He has 4 years' experience in public accounting and eight 8 years in private industry prior to his 35-year tenure with Visual Sound, Inc



**Ryan Enstrom** CTS Vice President  
Engineering

27 Years' Experience. Ryan is responsible for presales and post sales engineering duties for Visual Sound's integrated systems. Ryan has a background in both live and studio audio and video production, integrated system sales, implementation, control system programming, system commissioning and network cable plant design. Ryan has been with Visual Sound since 2018.



**Ramon Aviles** | Vice President  
Technical Sales Engineering  
38 Years' Experience.

Ramon is responsible for the Sales Engineering Team technical application development and system designs for the sales operation. He ensures Visual Sound develops innovative solutions utilizing new technologies including interactive, video conferencing, and digital media streaming to name a few. Ramon has been with Visual Sound since 2001.



**Ken Smilowitz** | CTS Manager, Projects  
Technical Operations Administrator

24 Years' Experience. Ken is responsible for managing the project managers and provides administration support for the Technical Operations Group. This includes managing sub-contractor contracts, internal customer service representatives, and project management for certain projects. Ken has been with Visual Sound since 2003.



**Robert Henze, CTS** | Vice President  
Command and Control

15 Years' Experience. Rob is responsible for the Command-and-Control division of Visual Sound, including sales, coordination of project management, engineering, and integration. Rob has been with Visual Sound, Inc. since January of 2015. Prior to his VP role, Rob was one of our Systems Engineers specializing in 24/7 mission critical control room design and integration. His skills consist of video wall design, installation and integration in control rooms, the understanding of NERC, CIP, and FERC regulations, as well as understanding the importance of ergonomic factors in control rooms. Prior to Rob joining Visual Sound he held Control Room Installation and Control Room Engineering / Design positions at a national control room integrator.

## SECTION IV | QUALIFICATIONS



**Eric Evans | Southeast  
Project Consultant**  
Command & Control

Eric has over 24 years of experience in integration and implementation of commercial Audio-Visual Technology Solutions. He is heavily involved with every aspect of technology from planning, design, and project management through final commissioning. His clients span across Fortune 500 companies, government (Federal, state local) business, education, entertainment, financial services, healthcare, architects, contractors, real estate executives and houses of worship. Eric has a strong track record of assessing a customer's current capabilities, considering where they want to be, and providing the customized technology solutions and services to reach that goal.



**Robert Woodruff, CTS-D**  
Senior Systems Engineer

24 Years' Experience. Bobby is responsible for Engineering management, Operational processes, system design standards, sales support, technical operations support, System engineering and drafting-line diagrams, equipment rack elevations, floor and ceiling plans, device elevation views, authoring of Digital Signal Processing (DSP) files and sound system optimization. Bobby has been with Visual Sound, Inc. for 14 years. Prior to Visual Sound Bobby held Operations and Engineering positions in the AV industry.



**Nathan D. Kimball, CTS**  
Manager, Installation

30 Years' Experience. Nathan is responsible for managing the installation teams, assisting with coordination of installation projects with Project Managers, implementation of systems integration with overall project and sales support. Other job responsibilities include assisting with scheduling of installation teams, implementing installation and commissioning standards throughout all offices. Nathan has been with Visual Sound since 2023



**Michael Flink, CTS**  
Senior Programmer

20 Years' experience - Michael is a Crestron Master Certified - Silver programmer and is our lead control system programmer. He assists in all programming, installation, troubleshooting, and commissioning of our integrated control systems. Michael broke into the industry doing lighting/sound design and control in the theater and entertainment industry. He then worked directly with Crestron Electronics for 8 years where he became a Senior Application Engineer and Lead Product Trainer. His attention to detail and analytical mindset allows us to provide bulletproof interfaces and control for our clients. Michael has been with Visual Sound since 2017.



**Jamie Graf, CTS-I**  
Production Engineering Specialist

30 Years' Experience. Jamie is responsible for reviewing and amending engineering documentation, prior to the handoff to installation. Jamie will also technically prepare the installation team to make sure they have all components so systems can be factory acceptance tested prior to being installed in the field. Jamie has been with Visual Sound since 2014.

## SECTION V | SCOPE OF WORK

### **Okaloosa County Emergency Operations Center Audio Visual Upgrade**

Solicitation Number: RFP PS 26-24

Visual Sound, Inc. is submitting Design Build Proposal Pricing based on the parameters of RFP PS 26-24, site walk all the subsequent documents. This is a total cost to perform the work as described in the documents provided to Visual Sound via the "Okaloosa County Vendor Registry" Site noted below:

1. We utilized InfoCOMM / Avixa Audio Visual ADA standardized practices for estimating and designing the specified systems outlined in the RFP and all the provided documents.
2. Visual Sound, Inc. took every precaution to create a proposal to the RFP's documents accurately.
3. This proposal delivers a turn-key state-of-the-art Audio visual (AV) solutions for the **Okaloosa County Emergency Operations Center Audio Visual Upgrade**
4. The new AV solutions provided in this proposal shall include strategic migration planning, factory acceptance testing, decommissioning of existing systems as needed, equipment, software, all professional services and labor for the implementation, permitting as necessary, project management, training, post-cutover support, meeting support, warranty, hardware and software maintenance, documentation and submittal design drawings prebuild and as-built

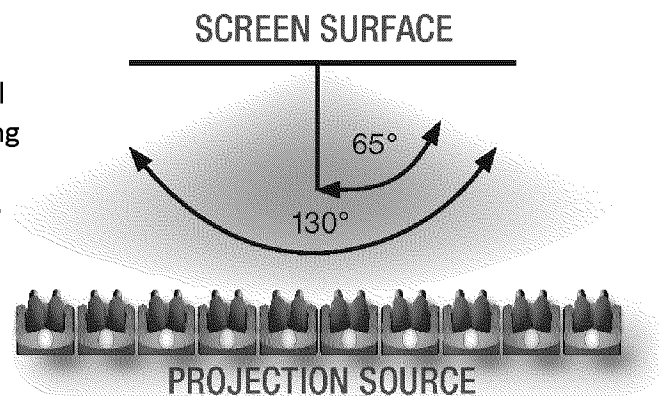
## SECTION V | SCOPE OF WORK

### ROOM 401 ROOM | 411 AV RACK SERVER ROOM

The ESF Main Room is specifically designed to house an advanced audiovisual system tailored for the Okaloosa County Operations Center. This system is crucial for enhancing communications within the Emergency Management Center and facilitate critical communications for emergency preparedness and safety for Okaloosa County residents. visitors.

Our team will meticulously design a comprehensive system design that seamlessly integrates with the EOC's operational requirements and existing infrastructure. The focus will be on the following key aspects:

**Enhancing the Large Projection Screen Quality:** b by replacing refining its optical surface to achieve optimal contrast, resolution, and color accuracy. Visual Sound will deliver a state-of-the-art screen designed for wide viewing angles, ensuring exceptional quality, consistency, uniformity, and compatibility with future 4K content. The new screen provides excellent ALR (Ambient Light Rejection) surface to offer performance under higher room light levels.



Additionally, Visual Sound offers two options to enhance image brightness and quality:

- Upgrading the existing Digital Projection (DP) projectors with new, significantly brighter models.
- Transitioning to a new video wall setup, replacing both the projection screen and current projectors.



**Video Processing:** The new system enables customizable single and multi-window displays on the main wide screen, which can be distributed across six additional screens. This enhancement introduces new multi-window capabilities, allowing for flexible sizing and custom layouts. It supports various formats like 4K@60Hz, H.264, VNC, NDI, and content from diverse sources, ensuring seamless future expansion from the current 12 windows.

**AV over IP Infrastructure, Source Switching and Transport:** The current large matrix switcher will be upgraded to an AV over IP infrastructure, enabling the seamless transmission of 4K video at 60Hz within the Emergency Operations Center. This upgrade guarantees sufficient 4K feeds to all designated spaces, including Room 401 (ESF main room), the Emergency Operations Center, Room 402 (policy room), Rooms 444 and 443 (breakout rooms), Room 408 (media room), and Room 427 (conference room). This HDMI-based solution will provide 4K @60HZ video input and output allow for future scalability and smooth operation.

## SECTION V | SCOPE OF WORK

### ROOM 401 ROOM | 411 AV RACK SERVER ROOM CONT.

**AV over IP Infrastructure, Source Switching and Transport:** The current large matrix switcher will be upgraded to an AV over IP infrastructure, enabling the seamless transmission of 4K video at 60Hz within the Emergency Operations Center. This upgrade guarantees sufficient 4K feeds to all designated spaces, including Room 401 (ESF main room), the Emergency Operations Center, Room 402 (policy room), Rooms 444 and 443 (breakout rooms), Room 408 (media room), and Room 427 (conference room). This HDMI-based solution will provide 4K @60HZ video input and output allow for future scalability and smooth operation.



**Enhanced Web-Based AV Conferencing:** Upgrading virtual meeting capabilities in this spacious room will focus on enhancing video conferencing. This will be achieved through the addition of two 30x zoom 4K 60fps IP PTZ Cameras and a new expandable UC Conference Digital Sound Processor (DSP) equipped with Acoustic Echo Cancellation (AEC). The solution will utilize the current audio setup including audio amplifiers, in-room speakers, all microphones, and the wireless sound dog audio system. The user-friendly Crestron Control system at the control desk will facilitate seamless mixing and switching between sources for both PTZ Cameras and Audio, ensuring clear and uninterrupted AV transmission. Connecting to the room's PC will enable easy access to different web-based Video Conferencing platforms like Teams, WebEx, AWS, and Google



**VuWall**

**Network based Video Processing:** The new system enables customizable single and multi-window displays on the main wide screen, which can be distributed across six additional screens. This enhancement introduces new multi-window capabilities, allowing for flexible sizing and custom layouts. It supports various formats like 4K@60Hz, H.264, VNC, NDI, and content from diverse sources, ensuring seamless future expansion from the current 12 windows.

**Utilize the existing infrastructure effectively:** Visual Sound will assess and certify the current AV infrastructure cabling, such as CAT6, Crestron DM Cable, and speaker cables. We will install new cabling for additional connectivity points and replace any damaged cables as needed.

**User-Friendly Interfaces:** Developing Graphic User Interfaces (GUI) and devices for intuitive operation, building upon the current design and GUI for enhanced usability.

## SECTION V | SCOPE OF WORK

### ROOM 401 ROOM | 411 AV RACK SERVER ROOM CONT.

Remove the Following and dispose:

- Remove (6) 65" TV Displays
- Remove and replace as necessary all AV switchers/endpoints, cabling parts and other required video systems to make way for the following equipment. All items removed will be then handed over to Emergency Management team.

Provide and install the following:

#### Video

- Six (6) 86" 4k@60nTV Displays
- One (1) new fixed projection screen
- Two (2) new UC PTZ 30 4k USB 3.0 Camera system 30x optical zoom, 63° maximum horizontal field of view
  - Cameras will be connected to control desk via USB 3.0 PC extenders to enable PC driven video conference solutions (I.E Teams, Webex, AWS, Google...etc.

#### **Expandable Network Based Processing Solution and 4K @60hz AV Over IP Connectivity**

- One (1) VuWall TRx Server. The video wall server will provide the customizable single and 12 multi-window displays on the main screen, which can be distributed across the six additional 86" TV display screens. This enhancement introduces new multi-window capabilities, allowing for flexible sizing and custom layouts. This system will be configured and installed with VuWall TRx management software.
  - **Software** The VuWall TRx Solutions comes with the following software modules:
    - One (1) TRx Enterprise license to drive multiple video walls and multiple end points.
    - One (1) TRx Unlimited Capture server (Includes VLC)
    - Three Year Hardware/Software Maintenance Contract on VuWall Components
- Provide for the following source outputs
  - 6 new 86" TV Displays
  - existing (OFE) Digital Projection HIGHlite Laser II 3D Projectors. (Incorporates with new Vu-Wall AV multi widow processor cable of 12 windows with easy future expandability.
  - 1 mirrored OFE monitor (supplied by Emergency Management)
  - 5 Output feeds from ESF to 402, 427, 443, 444, 408
- Provide for the following source inputs
  - 5 PCS
  - 2 BYO laptop,
  - 2 direct TV
  - 2 Cox Cisco HDTV Explorer 8642 DC

## SECTION V | SCOPE OF WORK

### ROOM 401 ROOM | 411 AV RACK SERVER ROOM CONT.

#### Audio

- The solution will utilize the current audio setup including audio amplifiers, in-room speakers, all microphones, and the wireless sound dog audio system. This will provide seamless communication for the EOC personnel during critical situations.
  - Existing Audio microphone inputs.
    - Twenty (20) Shure MX412D/C
    - Two (2) Shure wireless microphones
    - One (1) Shure One (1) wireless Lapel

#### Control

##### Incorporating OFE Equipment into New System

- Reusing the TSD-2220-B Lighting Control for ESF switcher and lighting control.
- Setup mirrored OFE monitor (supplied by Emergency Management) and OFE Crestron Touch Panel user interface from rear control computer to podium. The control desk has the computer monitor that is supplied with the PC. The OFE Crestron touch panel is at the control desk. The touch panel currently allows a preview.
- Integrate the existing 22" Control Panel in the Control Booth to New AV Crestron Control system (see
  - Ensuring the new GUI matches the current interface and is ultra user-friendly.

## SECTION V | SCOPE OF WORK

### ROOM 402

Functional Narrative: This room is designed to host an audiovisual system optimized for seamless collaboration and communication among small to medium groups. The system concentrates on improving meetings by utilizing video conferencing and enabling presentations via HDMI connection or wirelessly through the chosen UC conference platform. The setup features Video Conferencing using a 12x zoom UC PTZ Camera and a Beamtracking™ tabletop microphone. These solutions seamlessly integrate with the room's PC to offer video conferencing solutions compatible with various platforms such as Teams, WebEx, AWS, Google, and more. An upgraded 86" touch screen and mount, provided by the owner, will replace the existing projector and whiteboard. Moreover, two HDMI input connections for user laptops will be easily accessible at the conference table for presentations. This installation will make use of the room's existing speaker and audio amplifier resources.

#### Remove the Following

- One (1) whiteboard and short throw projector
- Remove and replace as necessary all AV switchers/endpoints, cabling parts and other required video systems to make way for the following equipment. Note: All hardware items removed will be then handed over to EOC Management team.

#### **VIDEO | Install the Following:**

- One (1) OFE Dell 86" interactive display either P8624QT or 8621QT.
- One (1) OFE Display Mount

#### **VIDEO | Provide and Install the following:**

- One (1) 8x1 HDMI AV Switcher
- Two (2) HDMI connections at the conference table.
- New System Solution supports the existing (1) Direct TV input and (1) Cox input.
- New System Solution supports a minimum of 7 inputs and 1 output.
- One (1) 12x1 PTZ Camera UC camera for UC conferencing

#### **AUDIO / Provide and Install the following:**

- One (1) UC TAA conferencing meeting room Digital Sound Processor
- One (1) Table top mic Beamtracking technology with four 90-degree zones, providing full 360-degree coverage of the meeting space.
- Utilize existing room speakers and amplifier.

#### **CONTROL**

- Enable Crestron control of system at the conference table.
- Replace discontinued Crestron Control system processor.
- Replace the current Touch panel at the table with new tabletop Crestron 7" Touch panel.
- Ensure new user interface is user-friendly and leverages the design and GUI from the existing system.
- Updated programming will provide the capability for the new output/input from 401 to override what is selected in this room and de-obligate via the control desk.



## SECTION V | SCOPE OF WORK

### ROOM 444 AND ROOM 443

Functional Narrative: These rooms are designed to host an audiovisual system optimized for seamless collaboration and communication among small to medium groups. The system concentrates on improving meetings by utilizing video conferencing and enabling presentations via HDMI connection or wirelessly through the chosen UC conference platform. The setup features Video Conferencing using a 12x zoom UC PTZ Camera and a Beamtracking™ tabletop microphone with 350 degree coverage. These seamlessly integrate with the room's PC to offer video conferencing solutions compatible with various platforms such as Teams, WebEx, AWS, Google, and more. An upgraded 86" touch screen and mount, provided by the owner, will replace the existing projector and whiteboard. Moreover, one HDMI input connection for user laptops will be easily accessible at the conference table for presentations. This installation will make use of the room's existing speaker and audio amplifier resources.

#### Remove the Following in each room

- One (1) whiteboard and short throw projector
- Remove and replace as necessary all AV switchers/endpoints, cabling parts and other required video systems to make way for the following equipment. Note: All hardware items removed will be then handed over to EOC Management team.

#### **VIDEO | Install the Following in each room:**

- One (1) OFE Dell 86" interactive display either P8624QT or 8621QT.
- One (1) OFE Display Mount

#### **VIDEO | Provide and Install the following in each room:**

- One (1) 8x1 HDMI AV Switcher
- Two (2) HDMI connections at the conference table.
- New System Solution supports the existing (1) Cox Cable Input.
- New System Solution supports a minimum of 5 inputs and 1 output.
- One (1) 12x1 PTZ Camera UC camera for UC conferencing

#### **AUDIO / Provide and Install the following:**

- One (1) UC TAA conferencing meeting room Digital Sound Processor
- One (1) Table top mic Beamtracking technology with four 90-degree zones, providing full 360-degree coverage of the meeting space.
- Utilize existing room speakers and amplifier.

#### **CONTROL**

- Enable Crestron control of system at the conference table.
- Replace discontinued Crestron Control system processor.
- Replace the current Touch panel at the table with new tabletop Crestron 7" Touch panel.
- Ensure new user interface is user-friendly and leverages the design and GUI from the existing system.
- Updated programming will provide the capability for the new output/input from 401 to override what is selected in this room and de-obligate via the control desk.

## SECTION V | SCOPE OF WORK

### ROOM 427

Functional Narrative: This room is designed to host an audiovisual system optimized for seamless collaboration and communication among small to medium groups. The system concentrates on improving meetings by utilizing video conferencing and enabling presentations via HDMI connection or wirelessly through the chosen UC conference platform. The setup features Video Conferencing using a 12x zoom UC PTZ Camera and a Beamtracking™ tabletop microphone. These solutions seamlessly integrate with the room's PC to offer video conferencing solutions compatible with various platforms such as Teams, WebEx, AWS, Google, and more. An upgraded 86" touch screen and mount, provided by the owner, will replace the existing projector and whiteboard. Moreover, two HDMI input connections for user laptops will be easily accessible at the conference table for presentations. This installation will make use of the room's existing speaker and audio amplifier resources.

#### Remove the Following

- Two (2) NEC Monitors Remove and replace as necessary
- All AV switchers/endpoints, cabling parts and other required video systems to make way for the following equipment. Note: All hardware items removed will be then handed over to EOC Management team.

#### **VIDEO | Install the Following:**

- One (1) OFE Dell 86" interactive display either P8624QT or 8621QT.
- One (1) OFE Display Mount

#### **VIDEO | Provide and Install the following:**

- One (1) 8x1 HDMI AV Switcher
- Two (2) HDMI connections at the conference table.
- New System Solution supports a minimum of 5 inputs and 1 output.
- One (1) 12x1 PTZ Camera UC camera for UC conferencing

#### **AUDIO / Provide and Install the following:**

- One (1) UC TAA conferencing meeting room Digital Sound Processor
- One (1) Table top mic Beamtracking technology with four 90-degree zones, providing full 360-degree coverage of the meeting space.
- Utilize existing room speakers and amplifier.

#### **CONTROL**

- Enable Crestron control of system at the conference table.
- Replace discontinued Crestron Control system processor.
- Replace the current Touch panel at the table with new tabletop Crestron 7" Touch panel.
- Ensure new user interface is user-friendly and leverages the design and GUI from the existing system.
- Updated programming will provide the capability for the new output/input from 401 to override what is selected in this room and de-obligate via the control desk.

## SECTION V | SCOPE OF WORK

### ROOM 408

Functional Narrative: This room is specifically designed to accommodate an advanced audiovisual system tailored for presentations and press briefings, catering to medium to large audiences. The current display will be upgraded to an 86" TV Display and mount. Moreover, a user-friendly HDMI input connection for laptops will seamlessly integrate at the podium. These enhancements aim to improve AV transmission for the press by adding a new DSP and upgrading to HDSI outputs. The new system will utilize the room's existing speaker and audio amplifier capabilities. Control of the new system will be facilitated by an updated, easy-to-use wall-mounted touch panel control system with rack-mounted processor.

#### Remove the Following

- One (1) Existing TV display and mount
- Remove and replace as necessary all AV switchers/endpoints, cabling parts and other required video systems to make way for the following equipment. Note: All hardware items removed will be then handed over to EOC Management team.

#### **VIDEO | Install the Following:**

- One (1) 86" 4K@60 TV Display with Mount
- One (1) 4x2 HDMI AV Switcher
- One (1) Five Input HDCP-Compliant Scaler / Switcher for outputs to existing press connections
- Two (2) HDMI connections at the conference table.
  - New System Solution supports a minimum of 3 inputs and 1 output.

#### **AUDIO | Install the Following:**

- One (1) UC TAA conferencing meeting room DSP
- Utilize existing room speakers and amplifier.

#### **CONTROL**

- Provide new 7" touch panel Crestron control of system on wall where current control keypad is now.
  - Replace discontinued Crestron Control system processor.
  - Replace discontinued Crestron Touch panel with new wall mounted Crestron 7" Touch panel.
  - Ensure new user interface is user-friendly and leverages the design and GUI from the existing systems.

## SECTION V | SCOPE OF WORK

### SYSTEM INTEGRATION SERVICES INCLUDE:

#### Project Management

Developing clear lines of communication is the first step in setting up a successful project. At the beginning of the project, Visual Sound appoints a Project Manager who will be your main point of contact and the responsible individual for the Visual Sound scope of work.

The Project Manager interfaces with the Client's representative and other vendors involved in the project as necessary to insure a smooth and timely flow of information.

The Project Manager also coordinates with the Visual Sound Engineers and Technicians assigned to the project while managing the schedule, scope, and invoicing for the project.

- Meetings with clients technical and contract representatives, status reports, and resolution of questions or issues outstanding.
- Develop project schedule and oversight of Visual Sound team.
- Stage equipment and materials at our shop, create as built drawings.
- Submit owner manual binders of all equipment documentation.
- Supervise end user training on systems operation.
- Facilitate completion of final punch list items.

#### System Engineering

The Visual Sound Project Engineer works with the Visual Sound technical team to generate the drawings, diagrams, and facility impact reports necessary for the project. The engineering team also tests and commissions the various systems provided by Visual Sound.

- Complete submittal packages including architectural and audio/video and control drawings.
- All drawings are produced in Auto CAD.
- Weekly team meetings with all participants to review project timeline and engineering drawings.
- Final testing and commissioning of system: balancing audio, equalizing sound, perform mechanical and electronic procedures delivery of equipment.

#### Fabrication

To minimize onsite technical problems and to speed up installation, fabrication and testing of equipment racks and sub-assemblies may be performed in one of Visual Sound's facilities prior to the start of installation. The equipment racks containing the AV equipment will be wired, labeled, and tested before being shipped to site.

## SECTION V | SCOPE OF WORK

### Control Programming

Prior to installation start date, a pre-programming meeting with client and VSI will be scheduled to define the functional requirements and associative workflows. Clarify functional requirements with client.

Develop and receive client approval of layout using the high-resolution logo from client.

- Program software to specific approved design for human interface control of the audiovisual systems.
- Submit sample and receive approval from client for final user interface.
- Base touch panel from drawings.
- Base program from functional list.
- Loading and testing of all control functions.

### Installation

Visual Sound will supply the labor, special tools and equipment needed to affect a timely installation of the system(s) according to established procedures and practices and in good and workmanlike manner to meet the schedule defined herein.

Visual Sound will supply the products and equipment per the equipment list needed to make the proposed systems complete and operational. This includes both “off the shelf” and custom-built items.

Installations are overseen by a Site Supervisor, who ensures tasks are assigned appropriately, and standards are adhered to. The Site Supervisor conducts reviews of all work performed to ensure quality of workmanship is met. The installation team conducts tests dependent on the type of equipment being installed, to ensure 100% functionality.

Additionally, for the installation of this project, we will be enlisting the expertise of two of the primary manufacturers in this solution, Absen and WolfVision. Absen will be assisting us in the installation of the video walls, while WolfVision will be responsible for the tail end of the installation and configuration, specifically focusing on the WolfVision system.

By including Absen and WolfVision, we are able to provide a comprehensive value-added service to Carroll County. This ensures that all solutions are installed according to the manufacturers' specifications and in a timely manner. The presence of both Absen and WolfVision experts on-site guarantees that any unforeseen issues can be addressed promptly, allowing for immediate troubleshooting and resolution.

This strategic partnership not only demonstrates our commitment to delivering top-quality installations but also highlights our dedication to customer satisfaction. With Absen and WolfVision as our trusted partners, we are confident that Okaloosa County will benefit from flawless installations and seamless integration of their video wall systems.

## SECTION V | SCOPE OF WORK

### **Commissioning, System Set-up, Testing**

A function of the Engineering department, our Commissioning Engineers are responsible for bringing the system up once it is installed. After installation and termination of all cables is complete, the Visual Sound Engineering Team will test and commission the installed system according to the following proven standards:

- The presence of all equipment purchased as part of this proposal will be verified.
- Signal flow will be checked throughout.
- Image and audio quality will be checked
- Alignment of images will be performed as required by the program.
- Control of all items will be confirmed.
- Functional operation will be tested and confirmed.

In recognition of the complexity of this solution, we have decided to engage the expertise of WolfVision for the task of final commissioning of the WolfVision system. Their presence on-site during the commissioning process guarantees a seamless and error-free installation. WolfVision, in close collaboration with Visual Sound, will work in tandem with your IT Department to ensure that the system is implemented in full compliance with Okaloosa County's standards. This collaborative effort ensures that all aspects of the installation are meticulously executed and aligned with your specific requirements.

### **Post Installation Services**

proven standards:

- The presence of all equipment purchased as part of this proposal will be verified.
- Documenting and labeling of all cables.
- Copy of all newly installed equipment that includes:
  - equipment manuals, spec sheets, serial #'s, IP/Mac addresses, as-built room AV system drawings.
- Provide user training and orientation sessions.
- Provide service and warranty coverage contact info.

### **System Acceptance**

Upon completion of Systems Set-up and Testing, Visual Sound will demonstrate to the Client's Representative that the System performs as specified. If the performance is satisfactory, the Client will sign Visual Sound's System Acceptance Form. In the event of agreed non-performance, Visual Sound will rectify the fault(s) and re-demonstrate the system until the system performs as specified.

## SECTION VI | SCOPE OF WORK

### Completion

*Substantial Completion* is achieved at the point when the system is operational and ready for use or is put into use on a daily basis, at the Client's instruction. This is also considered the start of the standard workmanship warranty period. *Actual Completion* is achieved at the point when the system has been accepted by the Client's Representative and the training and documentation is complete and delivered to the Client.

### Training

Visual Sound has included **40 hours** of training during **five (5) different session days** for the owner's technical representatives on site. The owner's technical representatives should be familiar with audio visual technology and if problems arise, these technical representatives will be the first line of defense. The technical representatives will also interface with the Visual Sound service and support team, so it is important that all of owner's technical representatives be trained on the system operation, preventative maintenance, and troubleshooting. In summary, each technical representative will be trained on the following:

- Equipment Handling and Installation
- System Connectivity
- System Operation
- System Adjustment
- Preventative Maintenance
- Parts Change-out
- Troubleshooting

## SECTION V | PRICING

### VISUAL SOUND | FINANCIAL SUMMARY

PROJECT LOCATION:

Emergency Operations Center

90 E. College Blvd Niceville, FL 32578

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#### PROJECT EQUIPMENT AND LABOR

Description	Amount
Equipment	\$262,002.11
Installation Materials	\$14,285.71
Installation Services	\$195,314.20
<b><u>Total With Standard Warranty</u></b>	<b><u>471,602.79*</u></b>



# SECTION V | PRICING

## VISUAL SOUND | BILL OF MATERIALS

#	MANUFACTURER	QTY	MODEL NO.	DESCRIPTION	
<b>401 EOC Main Room</b>					
<b>Video</b>					
3	Sharp	6.00		TAA Compliant 86" 4k with Wireless casting capability	
4	Chief	6.00	LTM1U	Micro-Adjust Tilt Wall Mount Large	
5	Vaddio	2.00	999-1005-032	USB 3.0 EXTENDER SYSTEM N/A	
6	Blustream	1.00	MX44KVM	4x4 USB KVM Matrix supporting USB 3.0 data transfer rates up to 5Gbps, 4x configurable GPIO	
7	Lumens	2.00		(TAA) Wall Mount for PTZ Video Cameras, White Color	
8	Lumens	2.00		(TAA) 30x Optical Zoom, NDI, 4K IP Pan/Tilt/Zoom (PTZ) Video Camera, White Color	
9	Draper	1.00		: Profile Plus TecVision Screen 96 X 341 1/2	
					<b>Video Total: \$44,159.92</b>
<b>Audio</b>					
11	Shure	22.00	RK412WS	Black Snap-Fit Windscreens for MX412- and MX418- (Contains Four)	
					<b>Audio Total: \$418.00</b>
<b>Control</b>					
13				See Room 411 - will be utilizing existing OFE Touch panel	
					<b>Control Total: \$0.00</b>
<b>Labor</b>					
		1.00	LABOR	Installation Services	
					<b>Labor Total: \$27,226.94</b>
					<b>401 EOC Main Room Total: \$71,804.86</b>
<b>402 Conference Room</b>					
<b>Video</b>					
30	Extron	2.00	60-1271-12	HDMI Twisted Pair Transmitter - 230 feet (70 m)	
31	Extron	2.00	60-1271-13	HDMI Twisted Pair Receiver - 230 feet (70 m)	
32	Lumen	1.00		Full HD USB PTZ Camera	
33	Extron	1.00	60-1486-01	Eight Input HDMI Switcher	
					<b>Video Total: \$3,684.00</b>
<b>Audio</b>					
35	Blamp	1.00	Devio SCR-20T	Conferencing hub and microphone; includes Devio SCR-20 hub and one DTM-1 tabletop microphone	
					<b>Audio Total: \$2,494.67</b>
<b>Control</b>					
37	Crestron	1.00	VC-4-PC-3 + USB-OFFLINE	VC-4-PC-3 and USB Offline Dongle Bundle	
38	Netgear	1.00		24 port POE Switch	
39	Crestron	1.00	TS-770-B-S	7 in. Tabletop Touch Screen, Black Smooth	
					<b>Control Total: \$5,046.94</b>
<b>Labor</b>					
					<b>Labor Total: \$9,392.12</b>

# SECTION V | PRICING

#	MANUFACTURER	QTY	MODEL NO.	DESCRIPTION
				<b>402 Conference Room Total: \$20,617.73</b>
<b>444 and 443 Conference Room</b>				
<b>Video</b>				
53	Extron	2.00	60-1271-12	HDMI Twisted Pair Transmitter - 230 feet (70 m)
54	Extron	2.00	60-1271-13	HDMI Twisted Pair Receiver - 230 feet (70 m)
55	Lumen	2.00		Full HD USB PTZ Camera
56	Extron	2.00	60-1486-01	Eight Input HDMI Switcher
				<b>Video Total: \$5,848.00</b>
<b>Audio</b>				
58	Blamp	2.00	Devio SCR-20T	Conferencing hub and microphone; includes Devio SCR-20 hub and one DTM-1 tabletop microphone
				<b>Audio Total: \$4,989.34</b>
<b>Control</b>				
60	Netgear	2.00		24 port POE Switch
61	Crestron	2.00	VC-4-PC-3 + USB-OFFLINE	VC-4-PC-3 and USB Offline Dongle Bundle
62	Crestron	2.00	TS-770-B-S	7 in. Tabletop Touch Screen, Black Smooth
				<b>Control Total: \$10,093.88</b>
<b>Labor</b>				
				<b>Labor Total: \$17,610.88</b>
				<b>444 and 443 Conference Room Total: \$38,542.10</b>
<b>427 Conference Room</b>				
<b>Video</b>				
76	Sharp	1.00		TAA Compliant 86" 4k with Wireless casting capability
77	Extron	1.00	60-1271-12	HDMI Twisted Pair Transmitter - 230 feet (70 m)
78	Extron	1.00	60-1271-13	HDMI Twisted Pair Receiver - 230 feet (70 m)
79	Lumen	1.00		Full HD USB PTZ Camera
80	Extron	1.00	60-1486-01	Eight Input HDMI Switcher
				<b>Video Total: \$5,529.33</b>
<b>Audio</b>				
82	Blamp	1.00	Devio SCR-20T	Conferencing hub and microphone; includes Devio SCR-20 hub and one DTM-1 tabletop microphone
				<b>Audio Total: \$2,494.67</b>
<b>Control</b>				
84	Netgear	1.00		24 port POE Switch
85	Crestron	1.00	VC-4-PC-3 + USB-OFFLINE	VC-4-PC-3 and USB Offline Dongle Bundle
86	Crestron	1.00	TS-770-B-S	7 in. Tabletop Touch Screen, Black Smooth
				<b>Control Total: \$5,046.94</b>
<b>Labor</b>				
				<b>Labor Total: \$9,392.12</b>
				<b>427 Conference Room Total: \$22,463.06</b>
<b>408 Press Briefing Room</b>				

# SECTION V | PRICING

#	MANUFACTURER	QTY	MODEL NO.	DESCRIPTION	
<b>Video</b>					
100	Extron	1.00	60-1271-12	HDMI Twisted Pair Transmitter - 230 feet (70 m)	
101	Extron	1.00	60-1271-13	HDMI Twisted Pair Receiver - 230 feet (70 m)	
102	Extron	1.00	60-1059-04	Five Input HDCP-Compliant Scaler with Seamless Switching and Audio plus 3G-SDI/HD-SDI Output	
103	Extron	1.00	60-1678-01	4x2 4K/60 HDMI with 2 Audio Outputs	
					<b>Video Total: \$5,220.00</b>
<b>Control</b>					
105	Netgear	1.00		24 port POE Switch	
106	Crestron	1.00	VC-4-PC-3 + USB-OFFLINE	VC-4-PC-3 and USB Offline Dongle Bundle	
107	Crestron	1.00	TSW-770-W-S	7 in. Wall Mount Touch Screen, White Smooth	
					<b>Control Total: \$4,878.94</b>
<b>Labor</b>					
					<b>Labor Total: \$8,778.78</b>
					<b>408 Press Briefing Room Total: \$18,877.72</b>
<b>411 AV Rack Server Room</b>					
<b>Video</b>					
<b>VuWall TRx</b>					
122	VuWall	1.00		VuWall Server Appliance for TRx	
123	VuWall	1.00		VuWall Application Server for 16 1080p website containers (2)	
124	VuWall	3.00	VuStream-E240-2	VuStream-E240-2 4K Video over IP H.264 HDMI2.0 Encoder	
125	VuWall	1.00		TRx-ENT-D25-1SMC TRx Enterprise licence	
126	VuWall	1.00		TRx Unlimited Capture-VNC Sources (incl. Third party VNC) (only available in combination with a TRx)	
127	VuWall	1.00	VW-Server-TRx-PAK-Config	Server will be configured with TRx Server & PAK Server installed	
128	VuWall	8.00		Quad Video Wall Node, Appliance, 4 x HDMI Outputs (max. 4x 1080p60 or 1x 4K60), decoding up to 32x 1	
129	Visual Sound	4.00		PAK-Rack-Mounting-Plate	
130	VuWall	2.00	1SMC-TRx-ENT	One Year SMC for TRx ENT (Software Maintenance Contract) (2)	
131	Netgear	1.00		24 port POE Switch	
132	VuWall	5.00	VuStream-150-2	1x HDMI2.0, Encoder/Decoder, H.264/H.265, Up to 4K60, POE (GEN2) 1x HDMI2.0, Encoder/Decoder, H.264/	
					<b>VuWall TRx Total: \$138,366.67</b>
<b>Accessories</b>					
134	LibertyAV Solutions	14.00	DL-HDE100-H2	100M HDBT VLC 18G EXTENDER SET	
					<b>Accessories Total: \$6,465.20</b>
					<b>Video Total: \$144,831.87</b>
<b>Audio</b>					
136	Blamp	1.00	Tesira SOC-4	Tesira 4 channel mic/line output card	
137	Blamp	6.00	Tesira SEC-4	Tesira 4 channel mic/line input card with acoustic echo cancellation per channel	
138	Blamp	5.00	Tesira SIC-4	Tesira 4 channel mic/line input card	
139	Blamp	1.00	Tesira SERVER-IO AVB	Configurable I/O DSP with up to 48 channels of I/O, 1 DSP-2 card (2 additional DSP-2 cards can be ad	
					<b>Audio Total: \$11,328.00</b>

# SECTION V | PRICING

#	MANUFACTURER	QTY	MODEL NO.	DESCRIPTION	
<b>Control</b>					
141	NETGEAR	1.00	WAX625-100NAS	WAX625-100NAS - Netgear AX5400 Dual Band 802.11ax Wireless Access Point	
142	Netgear	1.00		24 port POE Switch	
143	Crestron	1.00	VC-4-PC-3 + USB-OFFLINE	VC-4-PC-3 and USB Offline Dongle Bundle	
144	Crestron	1.00	TSW-1070-RMK-2	Rack Mount Kit for TSW-1070 Series	
145	Crestron	1.00	TSW-1070-B-S	10.1 in. Wall Mount Touch Screen, Black Smooth	
<b>Control Total:</b>					<b>\$5,937.61</b>
<b>Labor</b>					
<b>Labor Total:</b>					<b>\$62,880.37</b>
<b>411 AV Rack Server Room Total:</b>					<b>\$224,977.85</b>

# SECTION V | OPTIONS

## Upgrade Projector Option

181 Digital Projection	2.00	Laser 18K is a powerful single chip DLP projector with an impressive 18,000 lumens output and 10,000 - Optional
182 Digital Projection	2.00	2.0 to 4.0 Lens - Optional

**VISUAL SOUND Upgrade Projector Option Total: \$67,000.00 ADD**

## Planar TAA 1.2 Video Wall Option

185 Planar Video Wal 2l	1.00	15x5 DLPro 1.2 DirectLight Pro 1.2 15x5 equivalent, VC8-L-C5G, 7200x1350 resolution, 29.8x5.6 ft, 36 - Optional
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**Planar TAA 1.2 Video Wall Option Total: \$0.00**

**VISUAL SOUND Planar TAA 1.2 Video Wall Option Total: \$289,000 ADD**

## Planar TAA 1.5 Video Wall Option

187 Planar Video Wall 1	1.00	15x5 DLPro 1.5 DirectLight Pro 1.5 15x5 equivalent, VC8-L-C5G, 5760x1080 resolution, 29.8x5.6 ft, 36 - Optional
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**Planar TAA 1.5 Video Wall Option Total: \$0.00**

**OPTIONS Total: \$0.00**

**VISUAL SOUND Planar TAA 1.5 Video Wall Option Total: \$228,000 ADD**

## SECTION VII | END USER RESPONSIBILITIES

1. Designating a key customer representative to act as a point of contact. This individual will coordinate the activities of internal customer departments and services required for successful completion of the project.
2. Temporary storage area for AV equipment and installation material (equipment, cables, connectors, etc.).
3. Designated trash container(s) for disposal of all packing material, surplus installation materials, and other decommissioned material.
4. All permits and passes required for Visual Sound personnel.
5. Parking will be available for Visual Sound during the duration of the installation.
6. Owner furnished LAN/Internet must be available and properly configured prior to audiovisual hardware installation.
7. Owner furnished PC's, and content must be available during the installation phase to test.
8. Okaloosa County will need to have a member of the IT Team available during step up.
9. Okaloosa County will provide a team that will be trained on how to use the system on the last day of the install.
10. Customer must choose a color for the consoles prior to consoles being ordered by Visual Sound. Please note that some selections could result in an increased cost or lead time.
11. Providing customer-furnished equipment as per Visual Sound requirements for its integration.
12. Provide a list of site standards such as color schemes used to designate cables. *(if required by customer)*
13. Provide a method of approval for any drawings or design. Visual Sound does not recommend proceeding to the next phase of the design process until approvals are granted and acknowledged. *(Typical process is: Drawings will be emailed to customer and all pages must be signed, dated, scanned and emailed to the Visual Sound Project Manager)*

## SECTION VIII | PROJECT NOTES

1. This proposal assumes the use of non-union labor on site.
2. This proposal assumes non-prevailing wage labor on site.
3. Visual Sound will provide Okaloosa County's IT department a list of networking requirements to provide open ports and firewall rules for the system to operate.
4. Visual Sound will assign a Project Manager as a single point of contact during the life of this project.
5. Visual Sound will have a representative from VuWall onsite during commissioning and training.
6. Any delay or interruption in providing access to Visual Sound personnel to the AV installation areas may impact the scheduled completion date and/or incur additional charges.
7. Should additional work be required that by its nature could not have been known or determined at the time this SOW was created, a written change order describing the additional work and any related expenses will be required.
8. Manufacturer equipment shortages and delays are ever changing, and project management will provide scheduling updates as they are available.

## APPENDIX | PROPOSED TERMS AND CONDITIONS

Pricing quoted in this proposal shall remain valid for thirty (30) calendar days. After this time, Visual Sound reserves the right to amend its proposal price to reflect any increased equipment prices or changes required by new regulations.

PRICING VALIDITY: Due to our Manufacturer's and Vendor's pricing policies, Visual Sound reserves the right to amend its proposal price to reflect any increased equipment prices or changes. Visual Sound will notify you of these changes prior to processing your order.

1. Any change orders provided to Okaloosa County for services not detailed in this proposal will be written and provided for approval prior to work performed.
2. **Visual Sound payment terms are as follows:**
  - a. **50% deposit of with approved credit terms NET15**
  - b. **40% due upon delivery of equipment to customer site; NET30**
  - c. **10% due at final system acceptance; NET30**
3. This Proposal and Statement of Work shall be accepted upon Buyer's delivery of a Purchase Order and/or a signed, unrevised Statement of Work. Terms and conditions of sale as described in this proposal supersede all prior quotations, purchase orders and other prior communications between Buyer and Seller. Any change order to the proposal shall not be effective unless signed by both Buyer and Seller.
4. In the event of a conflict or variance between the terms and conditions herein and Buyer's Purchase Order, the terms and conditions herein shall prevail.
5. CANCELLATION: Customer is subject to cancellation fees once this proposal has been fully executed and/or Visual Sound is in receipt of a Purchase Order. Please notify Visual Sound immediately if cancellation and or returns are necessary. Product order that is cancelled is subject to a minimum 15% restocking fee. Should the manufacturer charge more or not accept the product for return, then the customer will be charged additionally or in full. If a cancellation of a System installation occurs, then any labor and materials charges that have been incurred, will be invoiced to the customer. Design and consulting fees will be charged to the customer. Postponement of jobs by the customer is subject to storage and finance charges, should the materials have been ordered. General and Administrative fees may be charged to the customer as well.
6. COLLECTIONS: Client agrees to pay any and all attorney's fees, collection fees, and expenses incurred to collect unpaid balances.
7. ESTIMATED DELIVERY: Typically, 10 to 14 weeks after receipt of Purchase Order. Delivery dates are dynamic, may be extended, and are based on manufacturer supply chain availability. Visual Sound's Project Manager coordinates estimated project timelines and updates as necessary.
8. FREIGHT: All freight charges are included in this proposal.
9. TAXES: Taxes are not included in this proposal. Visual Sound is authorized and obligated to collect sales tax and shall do so unless the Customer furnishes a valid tax exemption certificate or notifies us of their intention to direct pay.
10. TITLE: Title to the goods shall pass to Buyer only when Buyer has made full payment. Until title passes on receipt by Seller of full payment, Buyer shall have the right of repossession in the event of Buyer's default of its payment obligations under this Proposal or should Buyer become insolvent or file for bankruptcy. Buyer or his agent shall have the right to enter onto Seller's premises to repossess the goods. Buyer shall mark or otherwise segregate the goods from other goods. While Buyer has custody of the goods, Buyer shall be responsible for risk of loss and casualty insurance for the replacement value of the goods.
11. DISPUTES: Any, and all disputes arising out of this transaction shall be governed by the laws of Pennsylvania irrespective of the location of the services to be provided or goods delivered. All questions regarding the validity or interpretation of these sales documents and any dispute, controversy or claim of any nature arising from this transaction shall be subject to the exclusive jurisdiction of the Courts of Common Pleas of Delaware County, Pennsylvania, and the parties' consent to the jurisdiction of that court.

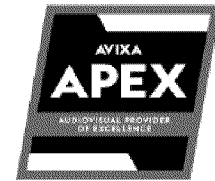
# APPENDIX | FACT SHEET



WBENC WBE# 2005123812  
 New Jersey WBE# A0141-93  
 Delaware WBE# DE22023995  
 Pennsylvania SB/WBE# 480172202103-SDB-W  
 Virginia SWaM# 818827



The Source for Audio Visual Solutions!®



## FACT SHEET

Visual Sound, Inc.

**Corporate Headquarters**

485 Park Way, Broomall, PA 19008-4004

Phone: (610) 544-8700 | www.visualsound.com

### Visual Sound History

*The Camera Shop, Inc. (1954-1999) | Visual Sound, Inc. (1967-Present)*

Since 1967 – Visual Sound has pioneered the audio visual technology marketplace, delivering collaborative technologies and custom solutions to customers located throughout the Mid-Atlantic and across the country. In the early years, they focused exclusively on supporting educators and institutes of higher learning; however, Visual Sound's business has grown to include clients throughout the corporate, government and healthcare sectors, as well as houses of worship. A true turnkey service provider, Visual Sound's business today encompasses integrated AV systems and command & control solutions / video walls, as well as live event production and staging services.

### Principal Contacts

**Karen Bogosian**  
 President and CEO  
 Phone: (610) 690-1312  
 kbogosian@visualsound.com

**Mark Procopio**  
 Chief Financial Officer  
 Phone: (610) 690-1319  
 mprocopio@visualsound.com

### Regional Locations

**Mechanicsburg Office**  
 4700 Westport Drive, Ste. 1500  
 Mechanicsburg, PA 17055  
 (717) 620-5400

**Baltimore Office**  
 1642 Sulphur Springs Road  
 Baltimore, MD 21227  
 (410) 242-4216

**Philadelphia Office**  
 3417 Spruce Street, Ste. 307  
 Philadelphia, PA 19104  
 (215) 573-8511

**Cypress Office**  
 5726 Corporate Avenue  
 Cypress, CA 90630  
 (562) 735-5100

**Remote Satellite Offices:** Albuquerque, NM | Bay Area, CA | Dallas, TX

Visual Sound is a full-service **audio visual solutions provider**, specializing in the design and installation of **integrated audio visual systems, command & control solutions and live event production**. We deliver:

- AV Presentation
- Control Technology
- Room Management
- Video Conferencing
- AV over IP Technology
- Custom Sound Systems
- Interactive Technology
- Remote & Blended Learning
- STEM / VR / AR / 3D
- Mass Notification
- Collaborative Classrooms
- Esports
- Digital Signage / Wayfinding
- Video Walls
- Live/Virtual/Hybrid Events
- Staging / AV Rental
- AV Streaming
- Maintenance & Service

**Premier Member - Ariba Supplier Network** (for selling, transacting, and managing receivables)

**Fed ID:** #25-1863159  
**Dunn's:** #013905278  
**D&B Rating:** 1R2  
**CAGE Code:** OASC4

**AV System Installs:** NAICS 541519 / SIC 7379  
**AV Sales:** NAICS 423410 / SIC 5043  
**AV Rental:** NAICS 532490&532310 / SIC 7359  
**AV Service & Repair:** NAICS 811211 / SIC 7699

### Federal, State & Local Contracts/Licenses

**DE State Contract# G55-15745-AV\_EQPTCONF:**  
 Audio Visual Equipment & AV Web Conferencing  
**MD MEEC Contract# TU-1901:**  
 Audio Visual Hardware & Services  
**MD MDOIT Master Contract# 060B2490022-2015:**  
 Hardware & Associated Equipment & Services  
**NJ Hunterdon County ESC Contract# HCESC-CAT-18-09:**  
 Interactive Technology for Classrooms & Meeting Rooms  
**NJ Hunterdon County ESC Contract# HCESC-CAT-22-01:**  
 Technology Supplies & Equipment  
**PA PEPPM Contract:**  
 Authorized Reseller for Multiple Manufacturers

**PA COSTARS Contract# COSTARS-034-E22-167:**  
 Furniture, Fixtures, Audio / Visual Equipment  
**PA ITQ Contract# 4400021056:**  
 Conference & Event Planning, Rental Equipment & Personnel  
**PA State Contract# 4400020822:**  
 Professional Broadcast & Audio Visual  
**PASSHE – Higher Education**  
**GSA Federal Supply Contract# GS-03F-0125V:**  
 Professional Audio Visual Equipment & Services  
**CA Contractors State License Board #1069531:**  
 C-7 - Low Voltage Systems  
**System for Award Management (SAM) UEI#:** EKPLM8YCUPV5



# APPENDIX | CERTIFICATIONS

## INDUSTRY CERTIFICATIONS

AVIXA APEX Certified Integrator	WBENC Certified Woman-Owned Enterprise
AVIXA CTS Certified Technology Specialist (29)	OSHA 10
AVIXA CTS-I Certified Technology Specialist-Installation (11)	OSHA C2 MOTORIZED MOBILE PLATFORMS
AVIXA CTS-D Certified Technology Specialist-Design (5)	OSHA C2 FALL PROTECTION
AVIXA AVT-Recognized AV Technologist (1)	

## VENDOR CERTIFICATIONS

AMX ACE Certified Installer	Crestron DigitalMedia NVX Design & Networking
AMX Programmer I & II	Crestron DM Networking Certification
AMX Control Designer	Crestron CSD Commercial System Design
AMX Control Installer	Crestron CTI Fusion-P
AMX Enova Solutions Certified	Crestron Master Certified Programmer- Silver
Biamp Audia Certified	Dante Certification Level 1
Biamp Tesira Certified	Dante Certification Level 2
Biamp Tesira Forte Certified	Dante Certification Level 3
Biamp Tesira Server	Extron AV Associate
Chief Certified Partner	Extron Control Professional
Cisco TelePresence Video Sales Engineer	Extron XTP Certified Engineer
Cisco TelePresence Video Field Engineer	Mitsubishi Videowall
ClearOne Certified Technical Specialist	Planar Matrix G3 Video Wall
ClearOne Professional Conferencing Products Technical Specialist	Polycom Video Solutions Sales & Design
Crestron DMC-T-4K Digital Media Certification - Technician	Polycom RealPresence Endpoints Technical Certification
Crestron DMC-D-4K Digital Media Certification - Designer	Polycom RealPresence Platform Technical Certification
Crestron DMC-E-4K Digital Media Certification - Engineer	SMART Operator Fundamentals
Crestron P101 Foundations of Programming	SMART Factory Trained Installer
Crestron P201 Core System Programming	SMART Meeting Pro Technical Support
Crestron P301 Advanced System Programming	SMART SCSP-E Certified Sales Professional - Education Hardware
Crestron Certified Programmer	SMART SCTP-E Certified Technical Professional - Education Hardware
Crestron Certified Master Programmer CMCP-S-105	SMART SCTP-E Certified Technical Professional - Education Software

We are Excited!

**Together we can reach your goals.**

On behalf of the Visual Sound team, we want to express our gratitude once again for the chance to take part in this selection process. We are eager to collaborate with you to deliver top-notch technology solutions for the Design and Upgrade of the Audiovisual Systems at Okaloosa County EOC. Our skilled team is ready to offer our expertise and innovative concepts to craft a space that maximizes technology to enhance functionality and excellence.

We are excited about the opportunity to delve into the details of our proposal with you and further showcase how Visual Sound can be your ideal partner in your journey towards modernization and future planning. Please don't hesitate to reach out if you have any queries or need more information.

My Best,  
Eric Evans

**Attachment "B"**  
**Insurance Requirements**

## **GENERAL SERVICES INSURANCE REQUIREMENTS FOR CYBER LIABILITY**

### **CONTRACTORS INSURANCE**

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. With the exception of Workers' Compensation policies, the County shall be shown as an Additional Insured with Endorsement for each policy on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered a breach of contract.

### **WORKERS' COMPENSATION INSURANCE**

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of

this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage. If there is an existing approved State of Florida Exemption for Workers' Compensation it must be provided to Okaloosa County.
4. A Waiver of Subrogation is required to be shown on all Workers Compensation Certificates of Insurance.

#### **BUSINESS AUTOMOBILE LIABILITY**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 (One Million Dollars) combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

#### **COMMERCIAL GENERAL LIABILITY INSURANCE**

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
  - 1.) Premises & Operations Liability
  - 2.) Bodily Injury and Property Damage Liability
  - 3.) Independent Contractors Liability
  - 4.) Contractual Liability
  - 5.) Products and Completed Operations Liability
3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

## **CYBER LIABILITY**

The Contractor shall carry Cyber Liability insurance coverage for third party liability. Coverage will include ID Theft Monitoring, Credit Monitoring (if necessary) & Notification. Coverage must be afforded for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

## **INSURANCE LIMITS OF LIABILITY**

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<b><u>LIMIT</u></b>
1. Workers' Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1,000,000 each occurrence
5. Cyber Liability	\$1,000,000 per claim

## **NOTICE OF CLAIMS OR LITIGATION**

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

## **INDEMNIFICATION & HOLD HARMLESS**

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including

but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

## **CERTIFICATE OF INSURANCE**

1. Certificates of Insurance indicating the project name, number, evidencing all required coverage, and if applicable any State of Florida approved Workers' Compensation Exemption must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County BCC, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10) days' prior written notice if cancellation is for nonpayment of premium.
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice to the County. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or self-insured retentions (SIRs), whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

## **GENERAL TERMS**

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

### **EXCESS/UMBRELLA INSURANCE**

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement. An Excess liability policy must be submitted indicating which policy it applies to.



## **Civil Rights Clauses Attachment “C”**

### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), as applicable, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).