

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 08/04/2021

Contract/Lease Control #: C21-3084-PS

Procurement#: RFP PS 24-21

Contract/Lease Type: AGREEMENT

Award To/Lessee: BAKER ELECTRONICS & COMMUNICATIONS, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 06/01/2021

Expiration Date: 09/20/2021

Description of: BDA SYSTEM 911 EMERGENCY OPERATIONS CENTER

Department: PS

Department Monitor: MADDOX

Monitor's Telephone #: 850-651-7150

Monitor's FAX # or E-mail: PMADDOXMYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

CONTRACT# C21-3084-PS
BAKER ELECTRONICS & COMMUNICATIONS, INC.
BDA SYSTEM 911 OPERATIONS CENTER
EXPIRES: 09/20/2021

CHANGE ORDER FORM

Date: 8 June 2021 Contract No.: C21-3084-PS Change Order No.: 1

Owner: OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

Contractor: Baker Electronics & Communications, Inc.

CHANGE TO CONTRACT PRICE	
DESCRIPTION	AMOUNT
Original Contract Price:	
Net change by previously authorized Change Orders:	
Present Contract Price:	
This Change Order will (add/deduct):	
New Contract Price:	

CHANGE TO CONTRACT TIME	
DESCRIPTION	DATE or NUMBER OF DAYS
Original Contract Time:	06/01/2021
Original Substantial Completion Date:	06/30/2021
Net change by previously authorized Change Orders:	
This Change Order will (add/deduct):	
New Contract Time:	06/01/2021
New Substantial Completion Date:	09/20/2021

APPROVALS

REQUESTED BY: Patrick Maddox, Director of Public Safety

DATE: 06/08/2021

PROJECT ENGINEER: Douglas Baker

DATE: 06/08/2021

CONTRACTOR: Doug Baker, Bakers Electronics & Communications

DATE: _____

OWNER: Carolyn N. Ketchel, Chairman

DATE: August 3, 2021

This Change Order is an amendment to the Contract/Agreement between Contractor and the Owner, and all other contract provisions shall remain in full force and effect unless specifically amended in writing, signed by both parties.



CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 06/02/2021

Contract/Lease Control #: C21-3084-PS

Procurement#: RFP PS 24-21

Contract/Lease Type: AGREEMENT

Award To/Lessee: BAKERS ELECTRONICS & COMMUNICATIONS, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 06/01/2021

Expiration Date: 06/30/2021

Description of: BDA SYSTEM 911 EMERGENCY OPERATIONS CENTER

Department: PS

Department Monitor: MADDOX

Monitor's Telephone #: 850-651-7150

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

Closed:

Cc: BCC RECORDS



BAKEELE-02

MBAMBRICK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/2/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub International Florida 2811 NW 41st Street Gainesville, FL 32606	CONTACT NAME: PHONE (A/C, No, Ext): (352) 377-2002 FAX (A/C, No): (352) 376-8393 E-MAIL ADDRESS:																					
INSURED Bakers Electronics & Communications Inc PO Box 3179 Attn: Jana Hurst Lake City, FL 32056-3179	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Southern-Owners Insurance Company</td><td>10190</td></tr><tr><td>INSURER B:</td><td>Owners Insurance Company</td><td>32700</td></tr><tr><td>INSURER C:</td><td>Bridgefield Employers Insurance Company</td><td>10701</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Southern-Owners Insurance Company	10190	INSURER B:	Owners Insurance Company	32700	INSURER C:	Bridgefield Employers Insurance Company	10701	INSURER D:			INSURER E:			INSURER F:		
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INSURER C:	Bridgefield Employers Insurance Company	10701																				
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		78428255	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			9542825501	9/26/2020	9/26/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			9542825502	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	830-26375	1/1/2021	1/1/2022	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is additional insured as respects general liability. Waiver of Sub

CONTRACT#: C21-3084-PS
BAKERS ELECTRONICS & COMMUNICATIONS, INC.
BDA SYSTE 911 EMERGENCY OPERATIONS CENTER
EXPIRES: 06/30/2021

CERTIFICATE HOLDER

Okaloosa Board of County Commissioners 5479 A Old Bethel Rd Crestview, FL 32536	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE <i>Mary M Bambrick</i></p>
---	---

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: <u>PS 24-21</u>	Tracking Number: <u>4310-21</u>
Procurement/Contractor/Lessee Name: <u>Bakers Electronics</u>	Grant Funded: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Purpose: <u>Replacement of BDA System at EOC</u>	
Date/Term: <u>1 yr from signature</u>	1. <input checked="" type="checkbox"/> GREATER THAN \$100,000
Department #: <u>1021</u>	2. <input type="checkbox"/> GREATER THAN \$50,000
Account #: <u>564202</u>	3. <input type="checkbox"/> \$50,000 OR LESS
Amount: <u>130,000 - 5,000 yr for maintenance</u>	
Department: <u>PS</u>	Dept. Monitor Name: <u>Maddox</u>

Purchasing Review	
Procurement or Contract/Lease requirements are met:	
<u>DeRita Mason</u>	Date: <u>4-20-21</u>
Purchasing Manager or designee	Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)	
Approved as written:	Grant Name: _____
<u>no federal fed</u>	Date: _____
Grants Coordinator	

Risk Management Review	
Approved as written:	Date: _____
<u>See email attached</u>	<u>4-20-21</u>
Risk Manager or designee	Lisa Price

County Attorney Review	
Approved as written:	Date: _____
<u>See email attached</u>	<u>4-21-21</u>
County Attorney	Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review	
Approved as written:	Date: _____

IT Review (if applicable)	
Approved as written:	Date: _____

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Tuesday, April 20, 2021 5:43 PM
To: DeRita Mason; Lynn Hoshihara
Cc: Lisa Price
Subject: RE: Bakers Electronics Draft Contract 24-21

This agreement is approved for legal purposes.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
Kparsons@ngn-tally.com

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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Tuesday, April 20, 2021 3:14 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: Lisa Price <lprice@myokaloosa.com>
Subject: Bakers Electronics Draft Contract 24-21

Please review and approve the attached.

Thank you,

DeRita Mason



DeRita Mason, CPPB, NIGP-CPP
Senior Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road

DeRita Mason

From: Lisa Price
Sent: Tuesday, April 20, 2021 2:49 PM
To: DeRita Mason
Subject: RE: Bakers Electronics Draft Contract 24-21

This is approved by Risk for insurance purposes.

Lisa Price
Public Records & Contracts Specialist
302 N Wilson Street, Suite 301
Crestview, FL. 32536
(850) 689-5979
lprice@myokaloosa.com



"Kindness is the language which the deaf can hear and the blind can see"
Mark Twain

For all things Wellness please visit:
<http://www.myokaloosa.com/wellness>

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.

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Tuesday, April 20, 2021 2:14 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: Lisa Price <lprice@myokaloosa.com>
Subject: Bakers Electronics Draft Contract 24-21

Please review and approve the attached.

Thank you,

DeRita Mason





Board of County Commissioners Purchasing Department

State of Florida

April 16, 2021

OKALOOSA COUNTY PURCHASING DEPARTMENT NOTICE OF AWARD RFP PS 24-21


Okaloosa County would like to thank all businesses that submitted proposals for Replacement of Bi- Directional Amplifier(s) (BDA) System for the 911 Emergency Operations Center. (RFP PS 24-21)

After an in-depth examination of all responses and in accordance with the County's Purchasing Manual, the County announces its intent to award the contract to the following:

Bakers Electronics & Communications, Inc.
P.O. Box 3179
Lake City, FL 32055

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,


Jeffrey Hyde
Purchasing Manager

DeRita Mason

From: Will <will@4bakers.net>
Sent: Friday, April 9, 2021 9:16 AM
To: DeRita Mason
Subject: Re: RFP 24-21 Question

Sorry DeRita,

I gave you the wrong number.

The 5 year maintenance agreement is \$25,000, which covers all equipment and includes quarterly system checks.

As is normal for maintenance agreements, acts of God, terrorism, or intentional damage are not covered.

Will Armstrong
Senior RF Systems Engineer
Baker's Communications

On Apr 8, 2021, at 3:40 PM, DeRita Mason <dmason@myokaloosa.com> wrote:

So that is for 5 years and not per year?

DeRita Mason

<image001.png>

DeRita Mason, CFPB, NIGP-CPP
Senior Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com

"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."

From: Will <will@4bakers.net>
Sent: Thursday, April 8, 2021 12:42 PM
To: DeRita Mason <dmason@myokaloosa.com>
Subject: Re: RFP 24-21 Question

Good afternoon DeRita,

The 5 year maintenance cost for the bidder system is \$15,000.



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Detail by FEI/EIN Number

Florida Profit Corporation

BAKERS ELECTRONICS AND COMMUNICATIONS, INC.

Filing Information

Document Number 570693
FEI/EIN Number 59-1820475
Date Filed 05/01/1978
State FL
Status ACTIVE

Principal Address

2627 SW MAIN BLVD
LAKE CITY, FL 32025

Changed: 01/12/2004

Mailing Address

PO BOX 3179
LAKE CITY, FL 32056

Changed: 01/12/2004

Registered Agent Name & Address

BULLOCK, STEPHEN C
10 N. COLUMBIA W.
LAKE CITY, FL 32056

Name Changed: 03/22/2013

Address Changed: 02/02/1996

Officer/Director Detail

Name & Address

Title STD

BAKER, BETTY JO
146 SE GREG PLACE
LAKE CITY, FL 32025

Title PVD

BAKER, DOUGLAS WAYNE

1542 SW CAROLINE CT
LAKE CITY, FL 32025

Title DIR

JANA R HURST
114 SE CEDAR LOOP
LAKE CITY, FL 32025

Annual Reports

Report Year	Filed Date
2019	03/13/2019
2020	03/06/2020
2021	02/10/2021

Document Images

<u>02/10/2021 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/06/2020 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/13/2019 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/06/2018 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/21/2017 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/17/2016 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/17/2015 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/28/2014 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/22/2013 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/21/2012 -- ANNUAL REPORT</u>	View image in PDF format
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<u>04/17/2007 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/08/2006 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/16/2005 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/12/2004 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/08/2003 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/20/2002 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/08/2001 -- ANNUAL REPORT</u>	View image in PDF format
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<u>01/23/1999 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/15/1998 -- ANNUAL REPORT</u>	View image in PDF format
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<u>02/02/1996 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/19/1995 -- ANNUAL REPORT</u>	View image in PDF format



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Total records: 1

Result Page: 1

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Your search returned the following results...

Entity	Bakers Electronics and Communications, Inc.	Status: Active ⓘ
DUNS: 061905113	CAGE Code: 3N9C3	View Details
Has Active Exclusion?: No	DoDAAC:	
Expiration Date: 05/19/2021	Debt Subject to Offset?: No	
Purpose of Registration: All Awards		

Result Page: 1

[Save PDF](#)

[Export Results](#)

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**AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA
AND BAKERS ELECTRONICS & COMMUNICATIONS, INC.**

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made this 1st, day of June, 2021, 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 Bakers Electronics & Communications, Inc., a Florida Profit Corporation, whose mailing address is P.O. Box 3179, Lake City, FL 32055 authorized to do business in the State of Florida (hereinafter referred to as "Contractor") whose Federal I.D. # is 59-1820475.

RECITALS

WHEREAS, the County is in need of a contractor to provide BDA System 911 Emergency Operations Center ("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 of one hundred thirty thousand and zero dollars (\$ 130,000.00) for installation of new BDA System and removal of current BDA System, as further detailed below. The yearly maintenance for the system will be five thousand and zero dollars (\$5,000.00) per year.

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 24-21 and Contractor's Response;
Attachment "B" – Insurance Requirements;
Attachment "C" – Title VI list of pertinent nondiscrimination acts and authorities;

2. Services. Contractor agrees to perform the following services, BDA System 911 Emergency Operations Center. 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. The term of this Agreement shall begin when all parties have signed, and shall continue for a period of one (1) year from the date of the acceptance of the BDA System. The new system should be in place and operational no later than June 30, 2021. After the initial one (1) year term of the contract, the Department of Public Safety may enter into a separate BDA systems maintenance contract to be negotiated at that time.

Compensation. The Contractor agrees to provide the Services to the County, including materials and labor, in a total amount of one hundred thirty thousand and zero dollars (\$ 130,000.00) for installation of new BDA System and removal of current BDA System, as further detailed below. The yearly maintenance for the system will be five thousand and zero dollars (\$5,000.00) per year. Although a 700/800 MHz is included, in the event the newly-installed tower sites negatively affects the calculated signal from the closet site, Contractor agrees to install and perform upgrades at a cost not to exceed five thousand and zero dollars (\$5,000.00).

- a. Contractor shall submit an invoice to the County upon completion of installation and removal. The maintenance shall be paid yearly. 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. Disbursement.

☐ There are no reimbursable expenses associated with this Agreement.

- c. 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 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.
- d. 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.

4. 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.

5. 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.

6. 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.
 - 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.
- 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.

7. 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.

8. 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.

9. 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.

10. 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:

If to the County:	Patrick Maddox, Director Public Safety 90 College Blvd, East Niceville, FL 32579 (850) 651-7150 pmaddox@myokaloosa.com	With a copy to: County Attorney Office 1250 N. Eglin Pkwy, Suite 100 Shalimar, FL 32579 (850) 224-4070
If to the Contractor:	Douglas Baker, President Bakers Electronics & Communications, Inc. P.O. Box 3179 Lake City, FL 32055 386-752-6494 doug@4bakers.net	

11. 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.

12. 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.

13. 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.

14. 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:
 - i. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
 - ii. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

24. **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.

25. **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.

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

**BAKERS ELECTRONICS &
COMMUNICATIONS, INC.:**

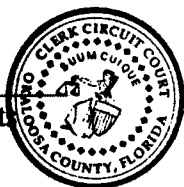
Douglas Baker
Signature

BY: *Justin Boh*

Print Name DOUGLAS BAKER

ATTEST:

J.D. Peacock II
J.D. Peacock II, Clerk of Court



OKALOOSA COUNTY, FLORIDA

BY: *Carolyn N. Ketchel*
Carolyn N. Ketchel, Chairman



**ATTACHMENT “A”
CONTRACTORS PROPOSAL**



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

RFP TITLE:
Replacement of Bi-Directional Amplifier(s) (BDA)
System for the 911 Emergency Operations Center

RFP NUMBER:
RFP PS 24-21

ISSUE DATE:
MANDATORY PRE-PROPOSAL MEETING:
LAST DAY FOR QUESTIONS:
RFP OPENING DATE & TIME:

February	15, 2021	
March	3, 2021	9:00 A.M. CST
March	10, 2021	3:00 P.M. CST
March	17, 2021	3:00 P.M. CST

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

Okaloosa County, Florida solicits interested parties to submit a proposal on the above referenced Replacement of Bi-Directional Amplifier(s) (BDA) System for the 911 Emergency Operations Center proposal. All terms, specifications and conditions set forth in this RFP must be 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 envelopes containing sealed proposals must reference the "RFP Title," "RFP Number," and the "RFP Due Date & Time." Okaloosa County is not responsible for lost or late delivery of proposals by the U.S. Postal Service or other delivery services used by the Respondent. Neither faxed nor electronically submitted proposals will be accepted. Proposals may not be withdrawn for a period of ninety (90) days after the proposal opening unless otherwise specified.

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 Bakers Electronics & Communications, Inc
MAILING ADDRESS P. O. Box 3179
CITY, STATE, ZIP Lake City, FL 32055
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 59-1820475
TELEPHONE NUMBER: 386-752-6494 **EXT:** **FAX:** 386-752-6493
EMAIL: doug@4bakers.net

I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A PROPOSAL 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 PROPOSAL AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS PROPOSAL FOR THE RESPONDENT.

AUTHORIZED SIGNATURE: Douglas W Baker

TYPED OR PRINTED NAME Douglas W Baker

TITLE: President **DATE:** 3/16/2021

NOTICE TO RESPONDENTS
RFP PS 24-21

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed proposals until 3:00 p.m. (CST) March 17, 2021, for the Bi-Directional Amplifier(s) (BDA) System for the 911 Emergency Operations Center. Interested Respondents desiring consideration shall provide one (1) original and one (1) thumb drive of their Request for Proposals (RFP) response with the Respondent's proposal. Submissions shall be portrait orientation, unbound, and 8 ½" x 11" where practical. Font shall be 12 point and Respondents are limited to forty (40) pages, excluding the required forms.

All originals must have original signatures in blue ink.

Proposal documents are available for download by accessing the following sites:

<http://www.myokaloosa.com/purchasing/home> <https://www.bidnetdirect.com/florida>
https://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=2442519

A mandatory pre-proposal meeting will be held at 9:00 AM CST on Wednesday, March 3, 2021 at the Emergency Operations Center located 90 College Blvd East, Niceville, FL 32578. If interested in attending the pre-proposal meeting, please contact DeRita Mason via email at dmason@myokaloosa.com by 4:00 on March 2, 2021 for specific directions.

Proposals must be delivered to the Okaloosa County Purchasing Department at the address listed below no later than 3:00 p.m. (CST) March 17, 2021 in order to be considered. All proposals received after the stated time and date will be returned unopened and will not be considered. All submittals must be in sealed envelopes reflecting on the outside thereof "Bi-Directional Amplifier(s) (BDA) System for the 911 Emergency Operations Center". Failure to clearly mark the outside of the envelope as set forth herein shall result in the submittal not being considered.

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.

NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services. Respondents using mail or delivery service assume all risk of late or non-delivery.

All submittals should be addressed as follows:

Bi-Directional Amplifier(s) (BDA) System for the 911 Emergency Operations Center
RFP PS 24-21
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536

Jeffrey Hyde
Purchasing Manager

Date

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS

Carolyn N. Ketchel,
Chairman

PROPOSAL REQUIREMENTS

RFP PS 24-21

PROPOSAL ITEM: Bi-Directional Amplifier(s) (BDA) System for the 911 Emergency Operations Center

SCOPE OF SERVICES: Okaloosa County is seeking a qualified vendor/contractor to provide “turnkey” design and installation of a wireless communications Bi-Directional Amplifier (BDA) System located at the 911 Emergency Operations Center, 90 College Blvd. E, Niceville, FL. The vendor/contractor will be responsible for the design, installation of all cabling, antennas, ancillary parts and equipment for a fully functional system, the removal and disposal of all old BDA equipment, and associated parts and necessary County employee training, testing, and final acceptance.

A. 911 EMERGENCY OPERATIONS CENTER BDA SYSTEM MINIMUM REQUIREMENTS

1. Provide a Bi-Directional Amplifier(s) (BDA) system at the 911 Emergency Operations Center. System must be designed to provide VHF, UHF, Public Safety 800/700 MHZ, and 3G, 4G, 5G cellular signal amplification to include 600MHZ T-Mobile coverage within the facility. See attachment 1 for floor plan of coverage area.
2. The successful bidder as part of the project must remove all old BDA System cabling and equipment, and parts not usable on the new system. This includes cables above the ceiling, under floors and antennas on the roof.
3. The successful bidder shall provide all equipment, parts, hardware, and necessary components needed for the “turnkey” installation. Workmanship must comply with all applicable Florida building, fire and electrical codes.
4. New Equipment shall be installed in server room #411, then fiber, cables, antenna and associated parts run to locations throughout the facility as required. All equipment shall be installed in racks in the server room. Location of the racks in the server room shall be approved by Emergency Management personnel.
5. It is the responsibility of the successful bidder to ensure emergency responder Fire, Law Enforcement and EMS portable radio, and all cell phone coverage throughout the facility.
6. The installed BDA system shall have a one (1) year maintenance and warranty on parts and labor. The warranty shall be effective on the date the BDA accepted by the Department of Public Safety. The successful bidder shall provide the Department of Public Safety with a 24-hour point of contact for reporting trouble calls.
7. Upon award of contract, the successful bidder shall coordinate their installation through a designated representative of the Department of Public Safety, Emergency Management Division. The bidder will have access to the facility during normal working hours (8:00AM thru 5:00PM, Monday thru Friday, excluding holidays).
8. Following installation by the successful bidder, evaluation tests will be performed by Department of Public Safety personnel over a one-week period to ensure portable radio and cell phone coverage and proper operation of the installed system throughout the facility. If there is a portable radio or cell phone coverage problem or a system performance problem, it will be the

responsibility of the successful bidder to correct the condition at no cost to the Department of Public Safety.

9. Training on the use of the equipment, use of the system, and first echelon maintenance on equipment shall be provided to Department of Public Safety personnel. The training shall be held at the 911 Emergency Operations Center, and training shall be provided at no cost to the Department of Public Safety.
10. Upon completion of evaluation tests, and training, final acceptance of the system shall occur. Final acceptance shall be determined by the Director of Public Safety.

B. SELECTION CRITERIA

1. Vendor's organization, staffing, experience, resources, project management approach, training approach, documentation, and technical literature (including sub-contractor, if applicable). Ensure experience in Bi-Directional Amplification Systems is addressed, to include Emergency Response VHF, UHF, Public Safety 800/700 MHZ, and 3G, 4G, 5G cellular signal amplification to include 600MHZ T-Mobile coverage within the facility. **(25 points)**
2. Proven success on other projects similar in type, size and complexity (confirmed by references). **(10 points)**
3. Quality assurance, change management procedures, and experience of proposed personnel; ability to cover services and respond to Okaloosa County needs. **(20 points)**
4. Costs. Place emphasis on the costs for functionality, maintenance of system costs per year, total ownership cost to purchase your solution, and lifecycle costs (the cost should be for a five (5) year period), if any, over time for your solution. Disclose all fees. **(25 points)**
5. Clarity, quality, and comprehensiveness of the response. **(10 points)**
6. Emergency response for repair and trouble service 24/7 with a trained and certified technician on site within 24 hours of detected faults. **(10 points)**

C. SPECIAL INSTRUCTIONS

The selection of a Respondent to provide professional services will be based on the following criteria:

- A. All interested parties shall submit written responses that address each aspect of the Scope of Work and Selection Criteria in the sequence presented in the RFP. **Respondents may also include additional material they deem relevant to their selection.**
- B. A Review Committee will evaluate the submitted proposals, rank their responsiveness to the Selection Criteria, and identify the top-ranked Respondents.
- C. The top-ranked Respondents may be invited to make a presentation. Each presentation will be conducted at the Respondent's expense, including all travel costs.
- D. The Review Committee shall recommend the final, top-ranked Respondent(s) to the Board of County Commissioners for final approval.

NOTE: Failure to provide all the required information, in the required format, may disqualify the vendor from further consideration.

D. TERM OF CONTRACT

The term of this contract shall be from completion of signatures by both parties and shall run for a period of one (1) year from the date of acceptance of the BDA System. The system should be installed and ready for use by June 30, 2021.

MAINTENANCE OF SYSTEM OPTION:

After the initial 1 year term the Department of Public Safety may enter into a separate BDA systems maintenance contract to be negotiated. The cost of maintenance should be based on a yearly maintenance service and would have the option for four (4) one year renewals.

E. REFERENCE FORMAT

Provide three (3) references of successful BDA System implementation to support your proposal. Use the following format:

GENERAL BACKGROUND

Name of Client:

Address:

Client Point of Contact:

Email address:

Telephone Number:

Project Start Date:

Project Go-Live Date:

Current Status:

Maintenance Agreement or Approach:

Summary of Project:

PROJECT SCOPE

Please indicate all BDA Systems that were implemented as part of the project:

PROJECT INFORMATION

Type:

Types of Emergency Response Frequencies amplified:

Types of cell phone providers amplified to include 3G, 4G, 5G, etc.

F. TIME SCHEDULE (ALL TIMES ARE TENTATIVE)

RFP ACTIVITY	DATE
Issue RFP	15 February 2021
Mandatory Pre-Proposal Meeting	3 March 2021 @ 9:00 A.M.
Questions from potential proposers due	10 March @ 3:00 P.M.
Issue Addendum (if necessary)	12 March 2021
Proposal Response Due	17 March 2021 @ 3:00 P.M.
Review Committee Meeting	13 April 2021
Intent to Award Issued	16 April 2021
TDD Board Meeting	May 4, 2021

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 01/2/2019

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. Insuring company is required to have 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. Where applicable the County shall be shown as an Additional Insured with a waiver of Subrogation 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 prior written notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) 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 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.
4. Okaloosa County Board of County Commissioners shall be listed as an Additional Insured by policy endorsement on all policies applicable to this agreement except Worker's Compensation. A waiver of subrogation is required on all policies

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 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.

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:

- | | <u>LIMIT</u> |
|--------------------------|-------------------------|
| 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
for Bodily Injury & Property Damage
\$1,000,000 each occurrence Products
and completed operations |
| 4. | Personal and Advertising Injury | \$1,000,000 each occurrence |

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

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 job site and evidencing all required coverage 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, 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. 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 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.

GENERAL PROPOSAL CONDITIONS

I. PRE-PROPOSAL ACTIVITY

Except as provided in this section, Respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Selection 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 in writing, by US mail or email to:

Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Email: dmason@myokaloosa.com
(850) 689-5960

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 Florida Online Bid System (Florida Purchasing Group), DemandStar and the Okaloosa County Web Site and the following links.

<http://www.myokaloosa.com/purchasing/home> <https://www.bidnetdirect.com/florida>
https://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=2442519

Such written addenda or modification shall be part of the proposal 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 proposal. No Respondent may rely upon any verbal modification or interpretation.

II. 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 by printing in ink or by typewriter 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 in blue ink. 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.

III. 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.

IV. SUBMITTAL OF PROPOSAL

A proposal shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to proposal and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the proposal is submitted), the name and address of the Respondent, and shall be accompanied by the proposal security and other required documents. It is the Respondent's responsibility to assure that its proposal is delivered at the proper time and place. Offers by telegram, facsimile, or telephone will NOT be accepted.

Note: Crestview is not a next day delivery site for overnight carriers.

V. 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.

VI. 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.

VII. 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.

VIII. APPLICABLE LAWS & REGULATIONS

All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project 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.

IX. 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 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 Local, State or Federal Government on its barred/suspended contractor list.

X. AWARD OF CONTRACT

Okaloosa County Review - A selection committee will review all proposals and will participate in the Recommendation to Award.

The contract shall be awarded to the responsible and responsive Respondent 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. Each item must be proposal separately and no attempt is to be made to tie any item or items to any other item or items.

XI. DISCRIMINATION

An entity or affiliate who has been placed on the discriminatory contractor 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.

XII. 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 contractor list.

XIII. 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.

XIV. REORGANIZATION OR BANKRUPTCY PROCEEDINGS

Proposals will not be considered from Respondents who are currently involved in official financial reorganization or bankruptcy proceedings.

XV. 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.

XVI. CONE OF SILENCE

The Okaloosa County Board of County Commissioners has established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal proposals, 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.

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

XVII. REVIEW OF PROCUREMENT DOCUMENTS

Per Florida Statute 119.071(1)(b)2. sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

XVIII. 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.

XIX. 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.

XX. 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 and until three (3) years after the expiration of contract.

XXI. EQUAL EMPLOYMENT OPPORTUNITY; NON-DISCRIMINATION

Respondent shall 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.

XXII. 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.

XXIII. 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.

XXIV. 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>.

XXV: ADDITIONAL REQUIRED DOCUMENTS

THE FOLLOWING DOCUMENTS SHALL BE SUBMITTED WITH THE BID PACKET. FAILURE TO SUBMIT ALL REQUIRED FORMS MIGHT RESULT IN YOUR SUBMITTAL BEING DEEMED NON-RESPONSIVE:

- A. Drug-Free Workplace Certification Form
- B. Conflict of Interest
- C. Federal E-Verify
- D. Cone of Silence
- E. Indemnification and Hold Harmless
- F. Company Data
- G. System of Awards Management
- H. Addendum Acknowledgement
- I. Certification Regarding Lobbying
- J. Governmental Debarment & Suspension
- K. Vendors on Scrutinized Companies List
- L. Compliance with Nondiscrimination Requirements
- M. Certificate of Good Standing for State of Florida-see number XXIV

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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: 03/15/2021

SIGNATURE: 

COMPANY: Bakers Electronics & Communications, Inc NAME: Douglas W Baker

ADDRESS: 2627 SW Main Blvd Lake City, FL 32025

(Typed or Printed)

TITLE: President

E-MAIL: doug@4bakers.net

PHONE #: 386-752-6494

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: X _____

NAME(S)

POSITION(S)

FIRM NAME:

BY (PRINTED):

BY

(SIGNATURE):

TITLE:

ADDRESS:

PHONE NO.:

E-MAIL

:

DATE:

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 contract to likewise utilize the U.S. Department of Homeland Security's 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.

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

DATE: 03/16/2021

COMPANY: Bakers Electronics &
Communications, Inc

ADDRESS: 2627 SW Main Blvd,
Lake City FL 32025

E-MAIL: jana@4bakers.net

Phone NO: 386-752-6494

SIGNATURE: Jana R. Hurst

NAME: Jana R Hurst

TITLE: Director

CONE OF SILENCE

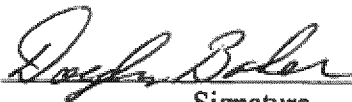
The Board of County Commissioners have established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County's Architect, Engineer or their sub-consultants, or anyone designated to provide a recommendation to award a particular contract, other than the Purchasing Department Staff.

The period commences from the time of advertisement until contract award.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Manager or an appointed representative. It shall be the Purchasing Manager's decision whether to consider this information in the decision process.

Any violation of this policy shall be grounds to disqualify the Respondent from consideration during the selection process.

All Respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

I  representing Bakers Electronics & Communications, Inc
Signature Company Name

On this 16 day of March 2021, I hereby agree to abide by the County's "Cone of Silence Clause" and understand violation of this policy shall result in disqualification of my proposal/submittal.

INDEMNIFICATION AND HOLD HARMLESS

Respondent 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 intentional wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this Agreement.

Bakers Electronics & Communications, Inc
Respondent's Company Name

2627 SW Main Blvd.
Physical Address

P.O.BOX 3179
Mailing Address

386-752-6494
Phone Number

386-867-1005
Cellular Number

03/16/2021
Date


Authorized Signature – Manual

Douglas W Baker
Authorized Signature – Typed

President
Title

386-752-6493
FAX Number

386-752-6494
After-Hours Number(s)

doug@4bakers.net
Email

COMPANY DATA

Respondent's Company Name: Bakers Electronics & Communications Inc.

Physical Address & Phone #: 2627 SW Main Blvd.
Lake City, FL 32025

Contact Person (Typed-Printed): Will Armstrong

Phone #: 850-353-3670

Cell #: 850-685-4373

Email: will@4bakers.net

Federal ID or SS #: 59-1820475

Respondent's License #: N/A

Respondent's DUNS #: 06-190-5113

Fax #: 386-752-6493

Emergency #'s After Hours,
Weekends & Holidays: 850-353-3670

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 successful 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: Bakers Electronics & Communications INC

Entity Address: 2627 SW Main Blvd.

Duns Number: 06-190-5113

CAGE Code: 3N9C3

**ADDENDUM ACKNOWLEDGEMENT
RFP PS 24-21**

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

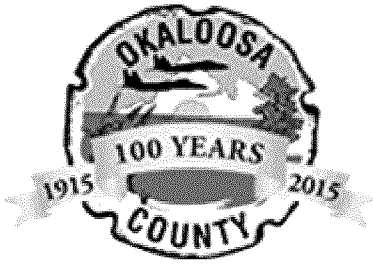
ADDENDUM NO.

DATE

1-RFP 24-21

3/11/2021

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.



ADDENDUM 1

March 11, 2021

RFP PS 24-21

**REPLACEMENT OF BI-DIRECTIONAL AMPLIFIER(S) (BDA) SYSTEM FOR THE 911
EMERGENCY OPERATIONS CENTER**

Addendum 1 has been sent to the vendors who attended the mandatory pre-proposal meeting on March 3, 2021. If you have further questions, please contact DeRita Mason at dmason@myokaloosa.com.

The bid opening date remains March 17, 2021 at 3:00 P.M. CST.

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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 31, U.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, Douglas W Baker, 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

Douglas W Baker, President Name and Title of Contractor's Authorized Official

03/16/2021 Date

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.

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion Lower
Tier Covered Transactions**

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

Printed Name and Title of Authorized Representative Douglas W Baker, President


Signature

03/16/2021
Date

VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate, 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: 03/16/2021

SIGNATURE: 

COMPANY: Bakers Electronics & Communications, Inc

Name: Douglas W Baker
(Typed or Printed)

ADDRESS: 2627 SW MAIN BLVD
Lake City, FL 32025

TITLE: President

E-Mail: doug@4bakers.net

PHONE NO: 386-752-6494

Exhibit "B"

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) 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 by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, 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.
3. **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.
4. **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 sponsor or the Federal Aviation Administration 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 sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **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 sponsor or the Federal Aviation Administration 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 sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) 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 U.S.C. § 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 U.S.C. § 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 U.S.C. § 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 U.S.C. § 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 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 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 non-discrimination 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 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [*contractor* | *consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*contractor* | *consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-

- a. **Enroll.** Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
 - b. **Verify all new employees.** Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
 - c. **Verify employees assigned to the contract.** For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
- a. **All new employees.**
 - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) **Option to verify employment eligibility of all employees.** The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working

in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-

- i. Enrollment in the E-Verify program; or
- ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

- i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
- ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph E (appropriately modified for identification of the parties in each subcontract that-

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or (ii) Construction;
 - (2) Has a value of more than \$3,500; and
 - (3) Includes work performed in the United States.
-

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

DATE: 03/16/2021

SIGNATURE: 

COMPANY: Bakers Electronics & Communications, Inc

NAME: Douglas W Baker

ADDRESS: 2627 SW Main Blvd.

TITLE: President

Lake City, FL 32025

E-MAIL: doug@4bakers.net

PHONE NO.: 386-752-6494

BAKER'S COMMUNICATIONS, INC

POST OFFICE BOX 3179
LAKE CITY, FLORIDA 32056-3179

386-752-6494 TEL
800-437-2346 WATTS

Baker's Communications is pleased to offer our proposal to Okaloosa County Emergency Management for the Emergency Operation Center's BDA project.

Baker's Communication has a long history of BDA experience, starting over Twenty years ago with Nextel BDAs. We have continually worked with industry leading BDA manufacturers to provide state of the art solutions to in-building coverage issues.

We have listed the items that would be used and labor to make this a full turnkey system with no surprises. Our engineers have designed the system for the EOC and after receipt of the purchase order will develop a full design package as an "As Built" for future reference and maintenance.

Baker's Communications will assign a project manager to coordinate with county personal in all phases of the project, from project launch, to installation and testing, all the way to system acceptance.

After install, a signal level test will be performed using an Artisu 332D test set for mapping out signal levels.

The system proposed is a turnkey solution that should not require any normal maintenance, although extended warranties and maintenance agreements are available.

The equipment list is shown below:

Description	Qty
Indoor BDA VHF, +27 dBm UL/ +27 dBm DL, 50 dB Gain, "N"	1
Indoor BDA UHF, +31 dBm UL/ +31 dBm DL, 55 dB Gain, "N"	1
Public Safety BDA, 700 MHz Including FirstNet and 800 MHz with 40 dB Rejection out of band rejection. +27 dBm UL / +27 dBm DL 80 dB Gain, "N". (NFPA compliant)	1
Equipped 3G, 4G LTE and 5G Signal Amplifier for Large Buildings (includes 600 MHz T-Mobile)	1
Combiner, VHF (138-174 MHz), UHF (450-512 MHz), 700/800 (760-870 MHz), 3 inputs, one output, w N Female connectors	1
138-174 MHz, 3.5 dBi Gain, 2 Element, Yagi Antenna with N female Connector	1
450-470 MHz, 12 dBi Gain, 7 Element, Yagi Antenna with N female Connector	1
746-896 MHz, 11.2 dBi Gain, 8 Element, Yagi Antenna with N female Connector	1
Ultra-Wideband Omni-Directional Antenna Frequency 617-697 / 698-960 / 1710-2700 MHz	1
TRI-BAND IN BUILDING, N-FEMALE VHF/UHF/760-960MHz	8
Low PIM (-153dBc) Ultra thin, Omnidirectional Antenna; 602-3800MHz, w/ Plenum pigtail and N female connector	8
2-Way Wideband Splitter	2
3dB Directional Coupler; 138-960 MHz, w/ N Female Connections	3
6dB Directional Coupler; 138-960 MHz, w/ N Female Connections	1
10dB Directional Coupler; 138-960 MHz, w/ N Female Connections	1

Low PIM (-155 dBc) 3dB Directional Coupler; 380-2700 MHz, w/ N Female Connections	3
Low PIM (-155 dBc) 6dB Directional Coupler; 380-2700 MHz, w/ N Female Connections	1
Low PIM (-155 dBc) 10dB Directional Coupler; 380-2700 MHz, w/ N Female Connections	1
Low PIM (-160dBc) Semi-Rigid 402 Jumper Cable; N Female Connector to N Male Connector, 3ft	40
Lightning Surge Protector Including Gas Discharge Tube	3
Lightning Surge Protector FOR CELLULAR BDA	1
NFPA Compliant Battery Backup - 100AH @ +24VDC (700/800 BDA only)	1
1/2" Plenum Copper Coaxial Cable; 50 Ohm, Red Jacket (VHF/UHF/700/800 PS)	1000
1/2" Plenum Copper Coaxial Cable; 50 Ohm, Blue Jacket (Cellular BDA)	1000
Male Connector for 1/2" Outdoor or Plenum Corrugated Cable	56
1/2" Corrugated Copper Coaxial Cable; 50 Ohm, Black Jacket (from Yagi to BDA 75' x4)	300
IB Wave System Design for VHF/UHF/700/800 System + Plus Cellular	1
Labor to remove old equipment and install new engineered system	

Total cost for this project: \$130,000.

This include a full one year warranty on the system equipment.

Extended warranties for the BDA's are optional as well as full maintenance service.

Baker's Communications has a certified, trained technician in Niceville to respond to any faults.

Thank you for your consideration.

REFERENCE FORMAT

Provide three (3) references of successful BDA System implementation to support your proposal. Use the following format:

GENERAL BACKGROUND

Name of Client: Prime Luxury Apartments

Address: 3251 Prime Park, Kissimmee, FL 34746

Client Point of Contact: Bill Lourdi

Email address: Telephone Number: 551-449-3936

Project Start Date: 9-15-2020

Project Go-Live Date: 12-1-2020

Current Status: Active

Maintenance Agreement or Approach: n/a

Summary of Project:

Design, install and configure Public Safety BDA and fiber optic system in 620,000 sq. ft. 4 story Apt building complex

PROJECT SCOPE

Please indicate all BDA Systems that were implemented as part of the project:

Installed Channelized SMR/Public Safety band BDA for Law Enforcement, Fire and EMS communications.

PROJECT INFORMATION

Type: Public Safety - NFPA

Types of Emergency Response Frequencies amplified: SMR800

Types of cell phone providers amplified to include 3G, 4G, 5G, etc: n/a

2.

GENERAL BACKGROUND

Name of Client: United Therapeutics Corporation/ Mayo Clinic

Address: 14221 Kendall Hensch Circle
Jacksonville, FL 32224

Client Point of Contact: Tony Fulton

Email address: Telephone Number: (214)284-3855

Project Start Date: 2/04/2020

Project Go-Live Date: 4/01/2020

Current Status: Active

Maintenance Agreement or Approach: n/a

Summary of Project:

Design, install and configure Public Safety BDA in 75,000 sq ft. three story medical building complex

PROJECT SCOPE

Please indicate all BDA Systems that were implemented as part of the project:

Installed Channelized SMR/Public Safety band BDA for Law Enforcement, Fire and EMS communications.

PROJECT INFORMATION

Type: Public Safety NFPA

Types of Emergency Response Frequencies amplified: SMR800

Types of cell phone providers amplified to include 3G, 4G, 5G, etc.: n/a

3.

GENERAL BACKGROUND

Name of Client: Seminole Electric Power Generating Plant

Address: 890 US-17, Palatka Florida 32177

Client Point of Contact: Brad Schuler

Email address: Telephone Number: (813)963-0994

Project Start Date: 10-2-2018

Project Go-Live Date: 12-17-2018

Current Status: Active

Maintenance Agreement or Approach: No maintenance agreement requested by customer

Summary of Project:

Installed two (2) UHF BDAs. BDA one was installed in the main complex, a 4 story tall concrete building. BDA two was installed inside of the coal dumping area where the coal train is unloaded. This is estimated to be 40-60ft underground with a 190ft. enclosed tunnel. Installation required one week.

PROJECT SCOPE

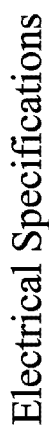
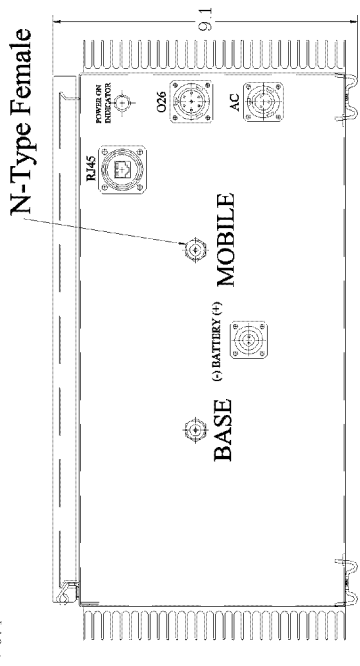
Please indicate all BDA Systems that were implemented as part of the project: Installed two (2) UHF BDAs. BDA one was installed in the main complex, a 4 story tall concrete building with generating equipment distributed throughout the floors. The main BDA was installed inside an electrical room with one donor antenna outside the building, and 4 output antennas mounted inside the building. Once installed we had constant signal strength of -90dB or better whereas before BDA installation it was -108 or worse. BDA two was installed inside of the coal dumping area where the coal train is unloaded. This is estimated 40-60ft underground with concrete surrounding the area along with the train cars and the train rails and mounting/rotating equipment used for dumping the coal onto the conveyor belt system used to transport the coal. After the dumping area the coal travels through an enclosed tunnel for an estimated 190 feet before it is taken outdoors in an opened area where signal was good. Inside the dumping area and tunnel we were around -105dB after BDA we improved to -80 inside the dumping area, with parts of the tunnel at -85db. We used 1 input antenna mounted above the building along with 2 output antennas inside, one in the dumping area, the other a directional antenna pointed to the exit of the tunnel.

PROJECT INFORMATION

Type: UHF on-site communications

Types of Emergency Response Frequencies amplified: n/a

Types of cell phone providers amplified to include 3G, 4G, 5G, etc. n/a



- *PAINT: FLAT EPOXY RED**

PIN#	DESCRIPTION
A	1-NO DL/UL Current Alarm
B	1-COM DL/UL Current Alarm
C	
D	2-NO Donor Antenna Alarm
E	2-COM Donor Antenna Alarm
F	
G	3-NO DC Backup Alarm
H	3-COM DC Backup Alarm
I	
J	
K	4-NO ODSC Alarm
L	4-COM ODSC Alarm
M	
N	GRD
P	GRD
R	+12 VDC 200mA
S	+12 VDC 200mA (STNB)

SKU # 11303820

DC Current Draw @ +24VDC: 1.92A

FCC ID: Q8KPS7W83790N

<i>G-Way Solutions, LLC</i>									
TITLE NFPA Compliant 700/800 MHz BDA									
BDA-PS7W/PS8NEPS/N-27/27-80-N									
SIZE		CAGE CODE		DWG NO:		REV.			
A				BDA-PS7W/PS8NEPS-N-27/27-80-N-1		0			
SCALE		None				SHEET		OF 1	

REV	DATE	APPROVED

REV	DATE	APPROVED

REV	DATE	APPROVED

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REV	DATE	APPROVED

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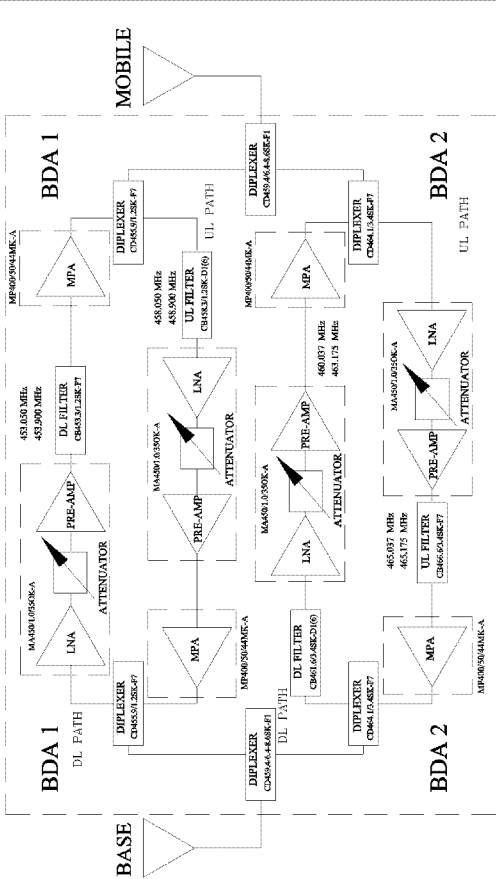
REV	DATE	APPROVED

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REV	DATE	APPROVED



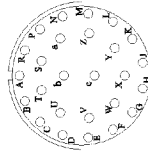
Electrical Specifications

- *Down-Link (Base to Mobile) Frequency Range [MHz] : 452.8 - 454 / 459.9 - 463.3
- *Up-Link (Mobile to Base) Frequency Range [MHz] : 457.8 - 459 / 464.9 - 468.3
- *Gain (Minimum attenuation) [dB] : 50 (Min.)
- *Gain Flatness [dB] : +/- 2.0 (Typ.)
- *Noise Figure (System) [dB] : 8.5 (Max.), 8.0 (Typ.)
- *Manual Attenuation Range [dB] : 0 - 30 in 2-dB steps
- *Output Power ALC Set [dBm] : Uplink : +31 ± 1
Downlink : +31 ± 1
- *Output Composite Power [dBm] : Uplink : +31 (Typ.)
Downlink : +31 (Typ.)
- *3rd Order Output Intercept Point [dBm] : Uplink : +51 (Typ.)
Downlink : +51 (Typ.)
- *3rd Order Output Intercept Point [dBm] : Uplink : +51 (Typ.)
Downlink : +51 (Typ.)
- *Power Supply : 110V/1.03A to 220V/1.51A (Autorange) 50 to 60 Hz
- *Propagation Delay [µSec] : < 0.3
- *Input/Output Impedance : 50 ohm
- *VSWR IN/OUT : < 1.5:1
- *Net Weight (Estimated) : < 81 kg/180 lb
- *PAINT: FLAT EPOXY RED

INCLUDED OPTIONS	Description
O26	Standard NFPA Compliant Remote Monitoring via 26-Pin Connector
RED	RED Enclosure
S1	External +24 to +26.5 VDC Back Up
D	Cannon type Circular AC Connector (No AC/DC Protections)
6'	All Pigtails Extended to 6'
ODSC	Oscillation Detect/Display & Shut Down of all Amplifiers
ACSP	AC Surge protection and DC Line conditioning
VA	Local Visual Alarms

PIN #	DESCRIPTION
A	1-NO DL/UL Current Alarm
B	1-COM DL/UL Current Alarm
C	1-NC DL/UL Current Alarm
D	2-NO Donor Antenna Alarm
E	2-COM Donor Antenna Alarm
F	2-NC Donor Antenna Alarm
G	3-NO DC Backup Alarm
H	3-COM DC Backup Alarm
J	3-NC DC Backup Alarm
K	4-NO ODSC Alarm
L	4-COM ODSC Alarm
M	4-NC ODSC Alarm
N	GND
P	+12 VDC 200mA
R	+12 VDC 200mA (STNB)
S	+12 VDC 200mA (STNB)

PIN OUT NFPA 026

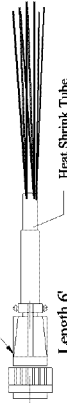


WITHOUT INCLUSION OF ACSP OPTION, THIS UNIT MAY NOT BE POWERED BY A GENERATOR.

SKU # XXXX-XXXX

DC Current Draw @ +24VDC: 3.76A

PT06E-16-24S (26 Pin Connector)



Length 6"

Heat Shrink Tube

81H6094 (2 Pin Connector)

Length 6"

Heat Shrink Tube

NEMA 4 ENCLOSURE

OPERATING TEMPERATURE RANGE: -30°C TO +55°C

CONTRACT NO.	CONTRACT NO.
APPROVALS	DATE
DESIGNED BY	CHECKED
FINISH	ENG.
DESIGN ACTIVITY	SCALE
MATERIAL	SHEET 1 OF 1

G-Way Solutions, LLC

NFPA UHF LMR BDA

BDA-U455.9/1.2/464.1/3.4-31/31-50-N

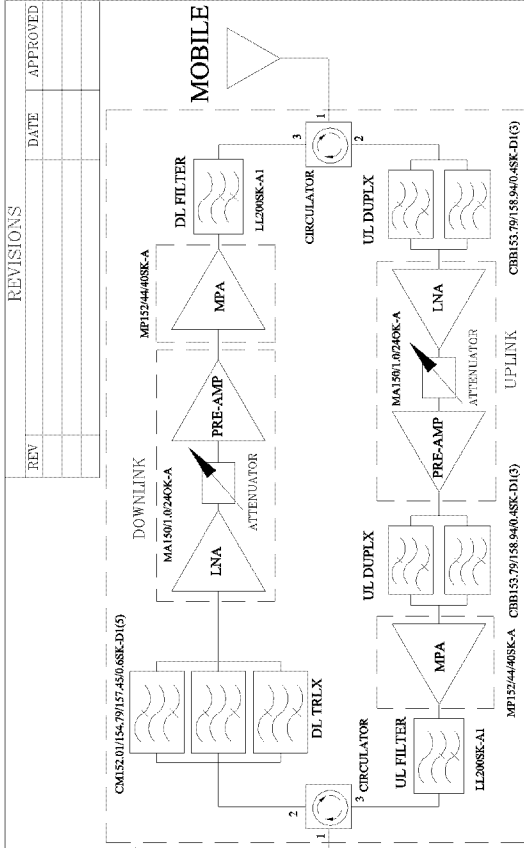
SIZE CAGE CODE DWG NO.

REV. 0

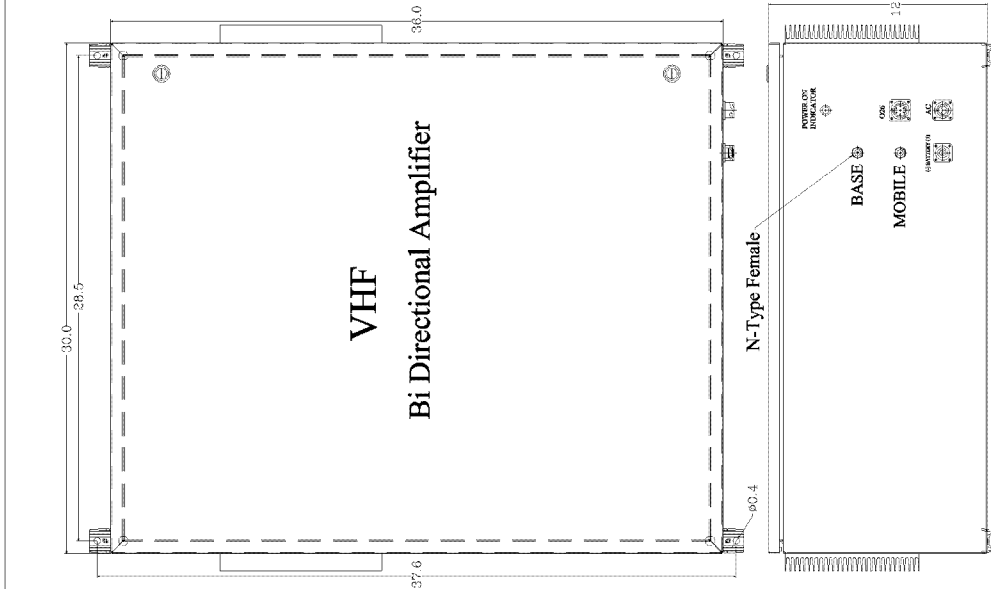
BDA-U455.9/1.2/464.1/3.4-31/31-50-N-1

WARNING: This is NOT a CONSUMER device. It is designed for installation by FCC LICENSEES and QUALIFIED INSTALLERS. You MUST have an FCC LICENSE or express consent of an FCC Licensee to operate this device. Unauthorized use may result in significant forfeiture penalties, including penalties in excess of \$100,000 for each continuing violation.

REV	DATE	APPROVED



INCLUDED OPTIONS	Description
O26	Standard NFPA Compliant Remote Monitoring via 26-Pin Connector
RED	RED Enclosure
S1	External +24 to +26.5 VDC Back Up
D	Cannon type Circular AC Connector (No AC/DC Protections)
6'	All Pigtails Extended to 6'
ODSC	Oscillation Detect/Display & Shut Down of all Amplifiers
ACSP	AC Surge protection and DC Line conditioning
VA	Local Visual Alarms

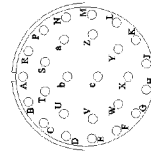


Electrical Specifications

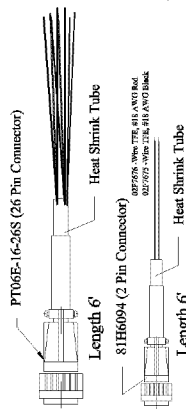
- *Down-Link (Base to Mobile) Frequency Range [MHz] : 152.01 ± 0.2 / 154.79 ± 0.2 / 157.45 ± 0.2
- *Up-Link (Mobile to Base) Frequency Range [MHz] : 153.79 ± 0.2 / 158.94 ± 0.2
- *Gain (Minimum attenuation) [dB] : 50 (Min.), 55 (Typ.)
- *Gain Flatness [dB] : +/- 2.0 (Typ.)
- *Noise Figure (System) [dB] : 8.5 (Max.), 8.0 (Typ.)
- *Manual Attenuation Range [dB] : 0 - 30 in 2-dB steps
- *Output Power ALC Set [dBm] : Uplink : +27 ± 1
Downlink : +27 ± 1
- *Output Composite Power [dBm] : Uplink : +27 (Typ.)
Downlink : +27 (Typ.)
- *3rd Order Output Intercept Point [dBm] : Uplink : +48 (Typ.)
Downlink : +48 (Typ.)
- *3rd Order Output Intercept Point [dBm] : Uplink : +48 (Typ.)
Downlink : +48 (Typ.)
- *Power Supply : 110V/0.99A to 220V/0.49A (Autorange) 50 to 60 Hz
- *Propagation Delay [uSec] : < 0.5
- *Input/Output Impedance : 50 ohm
- *VSWR IN/OUT : < 1.5:1
- *Net Weight (Estimated) : < 48.6 kg / 108 lb
- *PAINT: FLAT EPOXY RED

PIN #	DESCRIPTION
A	1-NO DL/UL Current Alarm
B	1-COM DL/UL Current Alarm
C	1-NC DL/UL Current Alarm
D	2-NO Donor Antenna Alarm
E	2-COM Donor Antenna Alarm
F	2-NC Donor Antenna Alarm
G	3-NO DC Backup Alarm
H	3-COM DC Backup Alarm
J	3-NC DC Backup Alarm
K	4-NO ODSC Alarm
L	4-COM ODSC Alarm
M	4-NC ODSC Alarm
N	GND
P	GND
R	+12 VDC 200mA
S	+12 VDC 200mA (STNB)

PIN OUT NFPA O26



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WITHOUT INCLUSION OF ACSP OPTION. THIS UNIT MAY NOT BE POWERED BY A GENERATOR.

NEMA 4 ENCLOSURE

OPERATING TEMPERATURE RANGE: -30°C TO +55°C

CONTRACT NO.	TITLE
	VHF LMR BDA
APPROVALS	DATE
	12/20
CHECKED	DESIGN ACTIVITY
FINISH	MATERIAL
SCALE	None
SHEET	1 OF 1

G-Way Solutions, LLC

VHF LMR BDA

APPROVALS	DATE
	12/20
CHECKED	DESIGN ACTIVITY
FINISH	MATERIAL
SCALE	None
SHEET	1 OF 1

SKU # XXXXX-XXXX

DC Current Draw @ +24VDC: 3.62A

FCC ID: Q8KVHF2W80

State of Florida

Department of State

I certify from the records of this office that BAKERS ELECTRONICS AND COMMUNICATIONS, INC. is a corporation organized under the laws of the State of Florida, filed on May 1, 1978.

The document number of this corporation is 570693.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on February 10, 2021, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Sixteenth day of March, 2021*



Randy R. Lee
Secretary of State

Tracking Number: 2708820095CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Bakers Communications is pleased to offer Okaloosa Emergency Operations our quote for RFP PS 24-21.

Bakers, together with G-Wave Engineering, has designed the best signal level for the Center. The BDA meets all current standards and can be upgraded to future next generation signals.

Bakers technicians are fully trained on the equipment and G-Wave engineers will be on site for turn-up, final level checks and testing.

SureCall **FORCE8™** Industrial



Large & Enterprise
Building Coverage



All US Carriers
Voice, Text, & 4G LTE



5G Booster for
T-Mobile



Remote
Monitoring

Sentry™ Equipped 3G, 4G LTE and 5G Signal Amplifier for Large Buildings

Overview

SureCall's Force8 is the first bi-directional cell signal amplifier for the 5G network that improves 5G cell service for T-Mobile's 600 MHz frequency band. Additionally, Force8 is a HetNet and HetGen solution that improves cell service for every US cellular network and all cellular generations including 3G and 4G LTE voice, text, and data signals.

The Force8 industrial grade cell phone signal booster is equipped with SureCall Cloud powered by Sentry to allow remote access to make adjustments to the system anytime and anywhere via desktop or mobile application (iPhone | Android).

Features

- First 5G signal booster that improves 5G service inside buildings for T-Mobile (600 MHz)
- Improves 3G and 4G LTE voice, text, and data signals for every US cell carrier
- Eliminates dropped and missed calls in buildings up to 80,000-square-feet* Built-in
- remote monitoring hardware allows cloud controlled adjustments to the booster anytime and anywhere via mobile SureCall Cloud app (iPhone | Android)
- Each band is independently configurable to function in the most challenging environments
- Customizable kitting and multi-amplifier scalability provide the flexibility to accommodate any floor plan
- Best-in-Industry three-year warranty

Booster Kit Includes

Force8 Industrial booster with built-in Sentry monitoring system, power supply, USB cable to set up Sentry software

Additional Required Components

- An outside antenna (such as SC-530W Yagi or SC-588W omni-directional antenna)
- Multiple indoor antennas (such as, omni-directional dome SC-522W, SC-528W Ultra Thin™ or directional panel SC-548W)
- Cable splitter for multiple indoor antennas
- Sufficient low loss 50 ohm cable for interior/exterior antenna connection
- Lightning protector & grounded surge suppressor
- Ethernet cable to connect the booster to your router (for Sentry monitoring)

** Performance and coverage area are dependent upon the strength of cell signal outside of the building and density of structure and materials inside of the building.*



The SureCall Force8 Industrial Amplifier

Key Product Specifications

Supported Standards: LTE-A, LTE-V, PCS, AWS
T-Mobile 600 MHz

Max Gain: 80 dB

Gain Adjustment Range: 50 dB

Noise Figure: 7 dB

VSWR: ≤ 2.0

Max Output Power: 3 Watt EIRP

RF Connectors: N Female (both ends)

Power Consumption: <65W



48346 Milmont Dr.
Fremont, CA 94538
888-365-6283

www.surecall.com
info@surecall.com

FORCE8™ Industrial

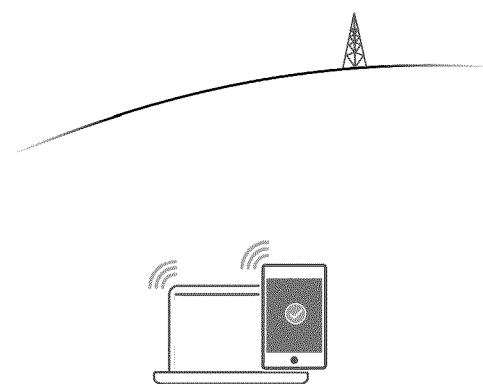
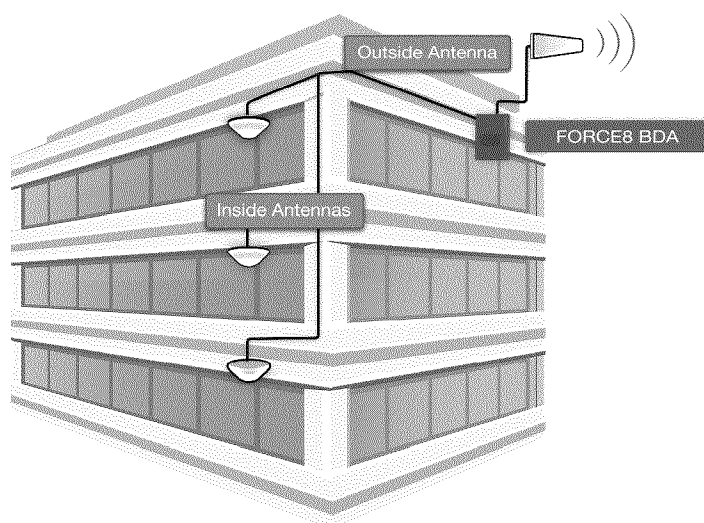
3G, 4G LTE and 5G Signal Amplifier for Large Buildings

Force8 Industrial Specifications

Uplink Frequency Range (MHz):	663–716 / 776–787 / 819–849 / 1850–1915 / 1710–1755
Downlink Frequency Range (MHz):	617–652 / 728–746 / 746–757 / 864–894 / 1930–1995 / 2110–2155
Supported Standards:	LTE-A, LTE-V, PCS, AWS, T-Mobile 600 MHz
Input / Output Impedance:	50 Ω
Maximum Gain:	80 dB
Gain Adjustment Range:	50 dB
Noise Figure:	7 dB
VWSR:	≤ 2.0
Maximum Output Power:	3 Watt EIRP
RF Connectors:	N Female, both ends
Cable:	SC-400 (not provided)
AC Power Adapter:	Input AC 110-240 V, 60 Hz / Output DC 19 V
Power Consumption:	<65W
Dimensions:	12.96 x 16.43 x 3.86 inches
Weight:	32.4 lbs
Certifications	FCC: RSNFORCE8-IND

Specifications are subject to change.

Installation Example



Connect to booster remotely to monitor and optimize performance via desktop or mobile app

* WARNING:

This is NOT a CONSUMER device. It is designated for installation by FCC LICENSEES and QUALIFIED INSTALLERS. You MUST have an FCC LICENSE or express consent of an FCC Licensee to operate this device. Unauthorized use may result in significant forfeiture penalties, including penalties in excess of \$100,000 for each violation.

⚠ Cancer and Reproductive Harm – www.P65Warnings.ca.gov



AN AUTHORIZED INTEGRATOR

CERTIFICATE OF ENDORSEMENT

This is to certify that

Baker's Electronics

is a preferred supplier of installation, commissioning and maintenance service to the G-Wave Solutions range of products for the enhancement and interference-free operation of radio communications equipment and in-building coverage extension solutions for radio systems.

Certificate Issued: January 1, 2021

Valid Until: December 31, 2021

William Lordi
Senior Manager of DAS Sales

**ATTACHMENT “B”
INSURANCE**

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 01/2/2019

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. Insuring company is required to have 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. Where applicable the County shall be shown as an Additional Insured with a waiver of Subrogation on the Certificate of Insurance on all Workers Compensation Clauses.
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 prior written notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) 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 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.
4. Okaloosa County Board of County Commissioners shall be listed as an Additional Insured by policy endorsement on all policies applicable to this agreement except Worker's Compensation. A waiver of subrogation is required on all policies

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 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.

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:

	<u>LIMIT</u>
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
for Bodily Injury & Property Damage
\$1,000,000 each occurrence Products
and completed operations |
| 4. | Personal and Advertising Injury | \$1,000,000 each occurrence |

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

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 job site and evidencing all required coverage 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 Board of County Commissioners, 302 N. Wilson St., 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. 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 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.

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.*).