

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 12/09/2019

Contract/Lease Control #: C20-2893-IT

Procurement#: RFQ IT 73-19

Contract/Lease Type: CONTRACT

Award To/Lessee: TELAFORCE, LLC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 12/03/2019

Expiration Date: 12/03/2022 W/ (2) TWO 1-YEAR RENEWALS

Description of Contract/Lease: INFORMATION TECHNOLOGY SERVICES FOR OKALOOSA COUNTY

Department: IT

Department Monitor: SAMBENEDETTO

Monitor's Telephone #: 850-651-7570

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

Closed:

Cc: Finance Department Contracts & Grants Office



TELALLC-01

RSWISHER

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 9/29/2021

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 The Andersen Insurance Group 14026 Thunderbolt Place Suite 200 Chantilly, VA 20151		CONTACT NAME: Randi L. Swisher PHONE (A/C, No, Ext): (703) 988-0900 101 FAX (A/C, No): E-MAIL ADDRESS: randi@theandersengrp.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Transportation Insurance Company	20494
		INSURER B : Valley Forge Insurance Company	20508
		INSURER C : The Continental Insurance Company	
		INSURER D : ACE American Insurance Company	22667
		INSURER E :	
		INSURER F :	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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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 WVD	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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	6043404302	1/9/2021	1/9/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	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	X	X	6043404252	1/9/2021	1/9/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6043404283	1/9/2021	1/9/2022	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	6043404347	1/9/2021	1/9/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	E&O & Cyber Liab.			6043404302	1/9/2021	1/9/2022	Deductible: \$50,000 \$ 5,000,000
D	Excess Cyber			XEO G70846500	1/9/2021	1/9/2022	Deductible: \$0 \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be RE: TelaForce, LLC; Prime Contract #C20-2893-IT
 Board of County Commissioners is included as Additional Insured in accordance with tl policies. Carrier to provide 30 Days Notice of Cancellation to third parties as required by as and to the extent permitted by law. Carrier to provide 30 Days Notice of Material Char Liability policy terms and conditions. Reference to contract language from an Agreeemer or policy period evidenced on this Certificate, is provided for reference purposes only, i convey insuring rights on any party. Waiver or Subrogation applies in favor of the Addit Compensation.

CONTRACT#: C20-2893-IT
 TELAFORCE, LLC
 INFORMATION TECHNOLOGY SVS
 FOR OKALOOSA COUNTY
 EXPIRES: 12/03/2022 W/2 1 YR RENEWALS

CERTIFICATE HOLDER Board of County Commissioners Okaloosa County 5479 A Old Bethel Rd. Crestview, FL 32536	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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TASK ORDER APPROVAL FORM

CONTRACT #: C20-2893-IT

TASK ORDER #: 1

TASK ORDER AMOUNT: \$ 50,000.00

CONTRACT#: C20-2893-IT

TELAFORCE, LLC

INFORMATION TECHNOLOGY SVS

FOR OKALOOSA COUNTY

EXPIRES: 12/03/2022 W/2 1 YR RENEWALS

OFFERED BY CONSULTANT:

TelaForce, LLC.

FIRM'S NAME

Charles L. Eller

REPRESENTATIVE'S PRINTED NAME

SIGNATURE

VP of Contracts

TITLE

DATE

RECOMMENDED FOR APPROVAL (Department Director)

SIGNATURE

Director of Information Technology

TITLE

DATE

1/22/20

APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual)

- \$25,000 or less approved by Purchasing Manager
- \$25,001 to \$50,000 approved by OMB Director
- Between \$50,001 and \$100,000 approved by Purchasing Director and County Administrator
- In excess of \$100,000 approved by the Board.

PURCHASING MANAGER

DATE

OMB Director/DATE

DATE

01/22/2020

01.24.2020

COUNTY ADMINISTRATOR (if applicable)

DATE

CHAIRMAN (if applicable)

DATE

Okaloosa County Information Technology Consulting Services
Contract Number C20-2893-IT
Task Order 1

This Task Order is issued pursuant to the Task Order Agreement for Professional Information Technology Services (Master Services Agreement) dated December 3, 2019, Between Okaloosa County, Florida and TelaForce, LLC., which is incorporated herein by this reference, with respect to

Scope of Services

For

Okaloosa County Information Technology Services

PURPOSE

The purpose of this Task Order is to authorize and direct CONSULTANT (TelaForce, LLC) to proceed with Information Technology Services for assisting the Okaloosa County Information Technology Department (COUNTY) to provide Information Technology services assistance. The activities that are included are described in "Attachment B: Scope of Services."

SCOPE OF SERVICES

The Information Technology Services that CONSULTANT agrees to furnish include, but are not limited to: networking, equipment, fiber optic connections, design, VoIP, routing, switching, administration, analysis, installation, cyber security, storage, virtual environments, website design and administration and email. The nature of the service will be to provide Priority 1 through Priority 4, support, consultation, or coordination in order to enhance and ensure proper implementation of the aforementioned system components. Services of the contractor shall be under the direction of the Information Technology Director or his designee, who shall act as the County's representative during the performance of the scope of services.

COMPENSATION PROVISIONS

As compensation for providing the services described within this Task Order, CONSULTANT shall be paid in accordance with the December 3, 2019 agreement for the actual work completed and accepted by the COUNTY. All invoices shall contain a contract number and detailed breakdown of the services provided for which payment is being requested. The not-to-exceed amount for this TASK Order is \$50,000.00.

PERIOD OF SERVICE

The schedule for the services provided under this task order shall be in accordance with the December 3, 2019 agreement and will remain in effect until the NTE amount is reached or otherwise terminated by COUNTY.

Okaloosa County Information Technology Consulting Services
Contract Number C20-2893-IT
Task Order 1

AUTHORIZED REPRESENTATIVES

The Authorized Representatives designated below are authorized to act with respect to this Task Order. Communications between the parties shall be through the Authorized Representatives:

For COUNTY:

For CONSULTANT:

Dan Sambenedetto

Charles Eller

dsambenedetto@myokaloosa.com

charles.eller@telaforce.com

1250 Eglin Pkwy N Suite 303

70 Ready Ave. NW #6

Shalimar, FL 32579

Fort Walton Beach, FL 32548

850-651-7570, 850-200-5346

850-897-8103, 850-585-1081

Dan Sambenedetto

Charles Eller

REPRESENTATIVE'S PRINTED NAME

REPRESENTATIVE'S PRINTED NAME



SIGNATURE



SIGNATURE

#10230

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

Procurement/Contract/Lease Number:	<u>RFQ IT 73-19</u>	Tracking Number:	<u>3664-19</u>
Procurement/Contractor/Lessee Name:	<u>TelaForce</u>	Grant Funded: YES	NO <u>X</u>
Purpose:	<u>Information Technology Services for Okaloosa County</u>		
Date/Term:	<u>3 Yrs w/ 2-1yr Renewals</u>	1. <input checked="" type="checkbox"/> GREATER THAN \$100,000	
Amount:	<u>\$ Est > \$100K</u>	2. <input type="checkbox"/> GREATER THAN \$50,000	
Department:	<u>IT</u>	3. <input type="checkbox"/> \$50,000 OR LESS	
Dept. Monitor Name:	<u>Dan Sambenedetto</u>		

Purchasing Review	
Procurement or Contract/Lease requirements are met:	
<u>[Signature]</u> Purchasing Director or designee	<u>Via coordination</u> Date: <u>12 Nov 2019</u> Jeff Hyde, DeRita Mason, Jessica Darr

2CFR Compliance Review (if required)	
Approved as written: <u>Not Grant Funded</u>	
<u>N/A</u> Grants Coordinator	Date: <u>N/A</u> Danielle Garcia

Risk Management Review	
Approved as written: <u>Email Dated Nov 8 19 @ 11:10 AM</u>	
<u>Karen Donaldson</u> Edith Gibson or Karen Donaldson	Date: <u>8 Nov 19</u>

County Attorney Review	
Approved as written: <u>Email Dated Nov 12 19 @ 1:52pm</u>	
<u>Kerry Parsons</u> County Attorney	Date: <u>12 Nov 19</u> Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:	
Clerk Finance	
Document has been received:	
_____	Date: _____
Finance Manager or designee	



TELALLC-01

RSWISHER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/8/2020

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PRODUCER The Andersen Insurance Group 14026 Thunderbolt Place Suite 200 Chantilly, VA 20151	CONTACT NAME: Randi L. Swisher PHONE (A/C, No, Ext): (703) 988-0900 101 FAX (A/C, No): E-MAIL ADDRESS: randi@theandersengrp.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: Transportation Insurance Company INSURER B: Valley Forge Insurance Company INSURER C: The Continental Insurance Company INSURER D: Cincinnati Insurance Company INSURER E: INSURER F:	
INSURED TelaForce, LLC 70 Ready Ave., NW Fort Walton Beach, FL 32548	NAIC # 10677	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	X	6043404302	1/9/2020	1/9/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> HI Auto <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	6043404252	1/9/2020	1/9/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6043404283	1/9/2020	1/9/2021	EACH OCCURRENCE \$ 26,000,000 AGGREGATE \$ 26,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6043404347	1/9/2020	1/9/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	E&O & Cyber Liab.			6043404302	1/9/2020	1/9/2021	Deductible: \$50,000 5,000,000
D	Employee Theft			EMP0419776	1/9/2020	1/9/2021	Deductible: \$25,000 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: TelaForce, LLC; Prime Contract #C20-2893-IT

Board of County Commissioners is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. Carrier to provide 30 Days Notice of Cancellation to third parties as required by written contract per and subject to policy terms and conditions, and as and to the extent permitted by law. Carrier to provide 30 Days Notice of Material Change as required by written contract per and subject to the General Liability policy terms and conditions. Reference to contract language from an Agreement or a Term of an Agreement that is outside the insurance policy terms or policy period evidenced on this Certificate, is provided for reference purposes only, and any such reference does not convey and shall not be construed to convey insuring rights on any party. Waiver or Subrogation applies in favor of the Additional Insured on the General Liability, Auto Liability and the Workers Compensation.

CERTIFICATE HOLDER

CANCELLATION

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

CONTRACT # C20-2893-IT

ACORD 25 (2016/03)

© 1988-2 TELAFORCE, LLC.

The ACORD name and logo are registered marks of A INFORMATION TECHNOLOGY SERVICES

FOR OKALOOSA COUNTY

EXPIRES: 12/03/2022 W (2)- 1 YR RENFWAI S

Jesica Darr

From: Karen Donaldson
Sent: Friday, November 08, 2019 11:10 AM
To: Jesica Darr
Subject: RE: RFQ IT 73-19 TelaForce Request by 15 Nov 19

Categories: 73- 19 RFQ IT Questions

Jesica

This is approved by risk management for insurance purposes.

Thank you

Karen Donaldson

Karen Donaldson
Public Records and Contracts Specialist
Okaloosa County Risk Management
5479-B Old Bethel Rd.
Crestview, Fl. 32536
850.683.6207
KDonaldson@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: Jesica Darr <jdarr@myokaloosa.com>
Sent: Friday, November 8, 2019 9:56 AM
To: Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: RFQ IT 73-19 TelaForce Request by 15 Nov 19

Karen,

Good Morning!

Please see attachments for risk review and approval.

Please let me know if I need to send anything else.

I kindly ask for the response by 15 November 2019. so I can get to contractor for final signature.

Thank you!

Respectfully,

Jesica



Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
jdarr@myokaloosa.com

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Jesica Darr

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Tuesday, November 12, 2019 1:52 PM
To: Jesica Darr
Cc: Lynn Hoshihara
Subject: RE: RFQ IT 73-19 IT Tech services TelaForce Contract review

Categories: 73- 19 RFQ IT Questions

This is approved for legal purposes.

From: Jesica Darr [jdarr@myokaloosa.com]
Sent: Friday, November 08, 2019 10:38 AM
To: Parsons, Kerry
Cc: Lynn Hoshihara
Subject: RFQ IT 73-19 IT Tech services TelaForce Contract review

Kerry,

Good Morning!

For RFQ IT 73-19, IT Tech Services, there are 2 awardees. I sent you the contract for T.I.G. a few days ago. The attached contract is for TelaForce.

The effort is estimated around \$60,000.00 for 3 base years.

Please note: I accidentally put wrong amount and signature authority on the other request form (for the other awardee/Contractor T.I.G.).

I've attached the contractor's attachment A- Rates and attachment B- Contractor's Bid.

I hoping to have both contracts back before 15 November please.

Please let me know if you need anything else.

Thank you!

Respectfully,

Jesica



Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
jdarr@myokaloosa.com

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CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

CONTRACT
For RFQ IT 73-19
CONTRACT FOR PROFESSIONAL INFORMATION TECHNOLOGY SERVICES

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made this 3rd, day of Dec, 20 19, 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 TelaForce LLC, a Foreign Profit Corporation authorized to do business in the State of Florida (hereinafter referred to as "Contractor") whose Federal I.D. # is 81-3035243.

W I T N E S S E T H

WHEREAS, the County has pursued the professional services selection process contemplated under section 287.055, Florida Statutes; and

WHEREAS, Okaloosa County desires to obtain the professional services of the Contractor concerning said services being more fully described in the exhibits attached to this Contract.

NOW, THEREFORE, in consideration of the mutual promises herein, the County and the Contractor agree as follows:

ARTICLE ONE
CONTRACTOR'S RESPONSIBILITY

1.1. Contractor shall provide to County continuing professional information technology services for the duration of the Contract.

1.2. The Services required under this Contract to be performed by Contractor shall be those set forth in Article Two and Attachment B and shall be issued periodically as Notice to Proceeds. The basis of compensation to be paid Contractor by the County for Services is set forth in Article Five and ATTACHMENT A, "Basis of Compensation" attached to each Notice to Proceed, which is attached hereto and incorporated herein. Work Authorization requests will be made to Contractor as may be warranted-items requested are listed in Attachment B attached hereto and made a part of the contract.

1.3. The Contractor agrees to obtain and maintain throughout the period of this Contract all such licenses as are required to do business in the State of Florida, including, but not limited to, all licenses required by the respective state boards, and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the Contractor pursuant to this Contract.

1.4. The Contractor agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ and/or retain only qualified personnel to provide such services.

1.5. Contractor agrees that the Project Manager (Account Executive) for the term of this Contract shall be:

Marie Summerlin
850-897-8457
Marie.Summerlin@telaforce.com

The Contractor agrees that the Project Manager (Account Executive) shall devote whatever time is required to satisfactorily manage the services to be provided and performed by the Contractor hereunder. The person selected by the Contractor to serve as the Project Manager (Account Executive) shall be subject to the prior approval and acceptance of the County, such approval or acceptance shall not be unreasonably withheld.

CONTRACT #: C20-2893-IT
TELAFORCE, LLC.
INFORMATION TECHNOLOGY SERVICES
FOR OKALOOSA COUNTY
EXPIRES: 12/03/2022 W/(2)- 1 YR RENEWALS

1.6. Contractor agrees, within fourteen (14) calendar days of receipt of a written request from the County, to promptly remove and replace from the project team the Project Manager (Account Executive), or any other personnel employed or retained by the Contractor, or any subcontractors or subcontractors or any personnel of any such subcontractors or subcontractors engaged by the Contractor to provide and perform services or work pursuant to the requirements of this Contract, whom the County shall request in writing to be removed, which request may be made by the County with or without cause.

1.7. The Contractor has represented to the County that it has expertise in the type of professional services that will be required for the Project. The Contractor agrees that all services to be provided by Contractor pursuant to this Contract shall be subject to the County's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by Contractor hereunder. In the event of any conflicts in these requirements, the Contractor shall notify the County of such conflict and utilize its best professional judgment to advise County regarding resolution of the conflict.

1.8. Contractor agrees not to divulge, furnish or make available to any third person, firm or organization, without County's prior written consent, or unless incident to the proper performance of the Contractor's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Contractor hereunder, and Contractor shall require all of its employees, agents, subcontractors and subcontractors to comply with the provisions of this paragraph.

1.9. Evaluations of the County's adopted capital improvement budget, preliminary estimates of construction cost and detailed estimates of construction cost prepared by the Contractor represent the Contractor's best judgment as a design professional familiar with the construction industry. The Contractor cannot and does not guarantee that submittals or negotiated prices will not vary from any estimate of construction cost or evaluation prepared or agreed to by the Contractor. Notwithstanding anything above to the contrary, Contractor shall revise and modify Construction Documents and assist in the resubmittal of the work at no additional cost to County, if all responsive and responsible submittals exceed the estimates of construction costs prepared by Contractor.

1.10. Contractor shall not be responsible for means, methods, techniques, sequences or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors.

ARTICLE TWO SERVICES OF CONTRACTOR

2.1 As authorized or required by the County in a Notice to Proceed, and agreed to by Contractor, Contractor shall furnish or obtain from others Services of the types listed in Attachment B. These services will be paid for by the County as indicated in Article Five and Attachment A and as confirmed in each Notice to Proceed.

2.2 The term of this contract will be for three (3) years. The County reserves the right to renew any contract for two (2) additional 1- year contract period(s). Renewal of the contract period shall be recommended by the Information Technology Department.

ARTICLE THREE COUNTY'S RESPONSIBILITIES

3.1. The County shall designate in writing a representative to act as County's representative with respect to the services to be rendered under this Contract (hereinafter referred to as the "County's Representative"). The County's Representative shall have County transmit instructions, receive information, interpret and define County's policies and decisions with respect to Contractor's services for the Project. However, the County's Representative is not authorized to issue any verbal or written orders or instructions to the Contractor that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

- a. The scope of services to be provided and performed by the Contractor hereunder;

- b. The time the Contractor is obligated to commence and complete all such services; or
- c. The amount of compensation the County is obligated or committed to pay the Contractor.

3.2. The County's Representative shall:

- a. Review and make appropriate recommendations on all requests submitted by the Contractor for payment for services and work provided and performed in accordance with this Contract;
- b. Provide all criteria and information requested by Contractor as to County's requirements, for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations;
- c. Upon request from Contractor, assist Contractor by placing at Contractor's disposal all available information in the County's possession pertinent to the Project, including existing drawings, specifications, shop drawings, product literature, previous reports and any other data relative to design or construction of the Project;
- d. Arrange for access to and make all provisions for Contractor to enter the Project site to perform the services to be provided by Contractor under this Contract; and
- e. Provide notice to Contractor of any deficiencies or defects discovered by the County with respect to the services to be rendered by Contractor hereunder.

3.3. Contractor acknowledges that access to the Project Site, to be arranged by County for Contractor, may be provided during times that are not the normal business hours of the Contractor.

3.4. County shall be responsible for the acquisition of all easements, property sites, rights-of-way, or other property rights required for the Project and for the costs thereof, including the costs of any required land surveys in connection with such acquisition.

3.5. For the purposes of this Contract, the County's Representative shall be:

Dan Sambenedetto, Information Technology Director
850-651-7570
dsambenedetto@myokaloosa.com

ARTICLE FOUR TIME

4.1. Services to be rendered by Contractor shall be commenced subsequent to the execution of any Notice to Proceeds issued pursuant to this Contract, after receiving written Notice to Proceed from County for all or any designated portion of the Project and shall be performed and completed in accordance with the Project Attachment B, Attached to the Notice to Proceed for the Project.

4.2. Should Contractor be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of Contractor, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the County, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then Contractor shall notify County in writing within five (5) working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

4.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of Contractor's services from any cause whatsoever, including those for which County may be responsible in whole or in part, shall relieve Contractor of its duty to perform or give rise to any right to damages or additional compensation from County. Contractor's sole remedy against County will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply

to claims for early completion, as well as claims based on late completion. Provided, however, if through no fault or neglect of the Contractor, the services to be provided hereunder have not been completed within the schedule identified in the Notice to Proceed, the Contractor's compensation shall be equitably adjusted, with respect to those services that have not yet been performed, to reflect the incremental increase in costs experienced by Contractor.

4.4. Should the Contractor fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the County hereunder, the County at its sole discretion and option may withhold any and all payments due and owing to the Contractor until such time as the Contractor resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the County's satisfaction that the Contractor's performance is or will shortly be back on schedule.

ARTICLE FIVE COMPENSATION

5.1. Compensation and the manner of payment of such compensation by the County for services rendered hereunder by Contractor shall be as prescribed in Attachment A, entitled "Basis of Compensation," and Attachment B which are attached hereto and made a part hereof.

5.2. The total amount to be paid by the County under this Contract for all services and materials, including "out of pocket" expenses and any approved subcontracts, shall not exceed the amount set forth in the approved Notice to Proceeds without prior approval of the County. The Contractor shall notify the County's Representative in writing when 90% of the "not to exceed amount" has been reached.

5.3. Invoices received by the County from the Contractor pursuant to this Contract will be reviewed and approved in writing by the County's Representative, who shall indicate whether services have been rendered in conformity with the Contract, and then sent to the County's Office of Management and Budget for processing payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid within thirty (30) days following the County Representative's approval, who shall process all payments in accordance with the Florida Prompt Payment Act or advise Contractor in writing of reasons for not processing same. In addition to detailed invoices, upon request of the County's Representative, Contractor will provide County with detailed periodic Status Reports on the project.

5.4. "Out-of-pocket" expenses shall be reimbursed in accordance with Florida law and Attachment A. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the County's Representative. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract.

5.5. In order for both parties herein to close their books and records, the Contractor will clearly state "final invoice" on the Contractor's final/last billing to the County for each Notice to Proceed. This final invoice shall also certify that all services provided by Contractor have been performed in accordance with the applicable Notice to Proceed and all charges and costs have been invoiced to the County. Because this account will thereupon be closed, any and other further charges not included on this final invoice are waived by the Contractor. Acceptance of final payment by Contractor shall constitute a waiver of all claims and liens against County for additional payment.

ARTICLE SIX WAIVER OF CLAIMS

6.1. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims related to the obligation of payment by it against County arising out of this Contract or otherwise related to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final payment. Neither the acceptance of Contractor's services nor payment by County shall be deemed to be a waiver of any of County's rights against Contractor.

**ARTICLE SEVEN
TRUTH IN NEGOTIATION REPRESENTATIONS**

7.1. Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract.

7.2. In accordance with provisions of Section 287.055(5)(a), Florida Statutes, the signature of this Contract by the Contractor shall also act as the execution of a truth in negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Contractor's most favored customer for the same or substantially similar service. Should the County determine that said rates and costs were significantly increased due to incomplete, noncurrent or inaccurate representation, then said rates and compensation provided for in this Contract shall be adjusted accordingly.

**ARTICLE EIGHT
TERMINATION OR SUSPENSION**

8.1. Contractor shall be considered in material default of this Contract and such default will be considered cause for County to terminate this Contract, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Contract within a reasonable time after issuance of the Notice(s) to Proceed of a Notice to Proceed, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by County pursuant to this Contract, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Contractor or by any of Contractor's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Contract, or (f) for any other just cause. The County may so terminate this Contract, in whole or in part, by giving the Contractor seven (7) calendar days' written notice.

8.2. If, after notice of termination of this Contract as provided for in paragraph 8.1 above, it is determined for any reason that Contractor was not, in default, or that its default was excusable, or that County otherwise was not entitled to the remedy against Contractor provided for in paragraph 8.1, then the notice of termination given pursuant to paragraph 8.1 shall be deemed to be the notice of termination provided for in paragraph 8.3 below and Contractor's remedies against County shall be the same as and limited to those afforded Contractor under paragraph 8.3 below.

8.3. County shall have the right to terminate this Contract, in whole or in part, without cause upon seven (7) calendar days' written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, anticipated fees or profits on work not required to be performed.

8.4. Upon termination, the Contractor shall deliver to the County all original papers, records, documents, drawings, models, and other material set forth and described in this Contract.

8.5. The County shall have the power to suspend all or any portions of the services to be provided by Contractor hereunder upon giving Contractor two (2) calendar days prior written notice of such suspension. If all or any portion of the services to be rendered hereunder are so suspended, the Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in Article Four herein.

**ARTICLE NINE
PERSONNEL**

9.1. The Contractor is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees

perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an Independent Contractor and not as employees or agents of the County.

9.2. The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the County, nor shall such personnel be entitled to any benefits of the County including, but not limited to, pension, health and workers' compensation benefits.

9.3. All of the services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

9.4. Any changes or substitutions in the Contractor's key personnel, as may be listed in Contractor's statement of qualifications, must be made known to the County's Representative and written approval must be granted by the County's Representative before said change or substitution can become effective, said approval for which shall not unreasonably be withheld.

9.5. The Contractor warrants that all services shall be performed by skilled and competent personnel to professional standards applicable to firms of similar local and national reputation.

9.10 The Contractor warrants that it fully complies with all Federal Executive Orders, statutes and regulations regarding the employment of undocumented workers and others and that all employees performing work under this Agreement meet the citizenship or immigration status requirements set forth in Federal Executive Orders, statutes and regulations. Contractor shall indemnify, defend and hold harmless the County, its officers and employees from and against any sanctions and any other liability which may be assessed against the Contractor in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder.

9.11 The employees and agents of each party, shall while on the premises of the other party, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

ARTICLE TEN SUBCONTRACTING

10.1. 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 Contract. 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.

ARTICLE ELEVEN FEDERAL AND STATE TAX

11.1. 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.

11.2. 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 Contract.

ARTICLE TWELVE OWNERSHIP OF DOCUMENTS

12.1. Upon completion or termination of this Contract, all records, documents, tracings, plans, specifications, maps, evaluations, reports, computer assisted design or drafting disks and other technical data, other than working papers, prepared or developed by Contractor under this Contract shall be delivered to and become the property of County. Contractor, at its own

expense, may retain copies for its files and internal use.

12.2. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 13 below, may result in immediate termination of this Agreement.

ARTICLE THIRTEEN MAINTENANCE OF RECORDS & PUBLIC RECORDS

13.1. Contractor will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by Contractor for a minimum of three (3) years from the date of termination of this Contract or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Contract and during the three (3) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

13.2 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 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.

13.3 The County reserves the right to unilaterally cancel this Contract for refusal by the Contractor or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Contract unless the records are exempt.

ARTICLE FOURTEEN INSURANCE

14.1. During the life of the Contract the Contractor shall provide, pay for, and maintain, with companies satisfactory to the County, the types of insurance described herein. All insurance shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies registered with the State of Florida. Prior to execution of this Contract by County, the insurance coverages and limits required must be evidenced by properly executed Certificates of Insurance on forms, which are acceptable to the County. The Certificates must be personally, manually signed by the Authorized Representatives of the insurance company/companies shown on the Certificates with proof that he/she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required

shall be provided to the County, on a timely basis, if required by the County. These Certificates and policies shall contain provisions that sixty (60) days' written notice by registered or certified mail shall be given the County of any cancellation, intent not to renew, or reduction in the policies' coverages, except in the application of the Aggregate Limits Provisions. In the event of a reduction in the Aggregate Limit of any policy, the Contractor shall immediately take steps to have the Aggregate Limit reinstated to the full extent permitted under such policy. All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project.

14.2. The acceptance by the County of any Certificate of Insurance for this Project evidencing the insurance coverages and limits required in this Contract does not constitute approval or agreement by the County that the insurance requirements have been met or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of this Contract.

14.3. Before starting and until acceptance of the work by County, Contractor shall maintain insurance of the types and to the limits specified in paragraph 14.7 entitled "Required Insurance." Contractor shall require each of its subcontractors and subcontractors to procure and maintain, until the completion of that subcontractor's or subcontractor's work, insurance of the types and to the limits specified in paragraph 14.7, unless such insurance requirement for the subcontractor or subcontractor is expressly waived in writing by the County. Said waiver shall not be unreasonably withheld upon Contractor representing in writing to County that Contractor's existing coverage includes and covers the subcontractors and subcontractors for which a waiver is sought, and that such coverage is in conformance with the types and limits of insurance specified in paragraph 14.7. All liability insurance policies, other than the Cyber Liability, Worker's, Compensation and Employers' Liability policies, obtained by Contractor to meet the requirements of this Contract shall name County as an additional insured as to the operations of the Contractor under this Contract and the Contract Documents and shall contain severability of interests provisions.

14.4. If any insurance provided pursuant to this Contract expires prior to the completion of the work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies shall be furnished by Contractor sixty (60) days prior to the date of expiration. Should at any time the Contractor not maintain the insurance coverages required in this Contract, the County may cancel this Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Contract.

14.5. Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the County's Representative prior to the commencement of the work. The Contractor shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the County's Representative, nor shall the Contractor allow any subcontractor to commence work on its sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

14.6. Policies shall be issued by companies authorized to do business under the laws of the State of Florida and shall have adequate Policyholders and Financial ratings in the latest ratings of A.M. Best, Rating of VI or better.

14.7. Required Insurance

GENERAL SERVICES INSURANCE REQUIREMENTS

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until obtaining all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have

other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

4. 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 of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered a breach of contract.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.
4. A Waiver of Subrogation is required to be shown on all Workers Compensation Certificates of Insurance.

BUSINESS AUTOMOBILE LIABILITY

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

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability

- 2.) Bodily Injury and Property Damage Liability
- 3.) Independent Contractors Liability
- 4.) Contractual Liability
- 5.) Products and Completed Operations Liability

3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

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 Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1,000,000 each occurrence
5. Cyber Liability	\$1,000,000 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

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and/or 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 self-insured retentions (SIRs), whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

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

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

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

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

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

EXCESS/UMBRELLA INSURANCE

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

The County reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

ARTICLE FIFTEEN INDEMNIFICATION

15.1. The Contractor shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in

the performance of the Contract.

15.2. Contractor acknowledges that the general conditions of any construction contract shall include language, satisfactory to the County's attorney, in which the contractor agrees to hold harmless and to defend County, Contractor, their agents and employees, from all suits and actions, including attorney's fees, and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of the construction contract or work performed thereunder. County acknowledges that Contractor shall be expressly named as an indemnified party, and shall be held harmless, in the general conditions of any construction contract, and shall be named as an additional insured in any contractor's insurance policies.

15.3 The first ten dollars (\$10.00) of remuneration paid to Contractor under this Contract shall be in consideration for the indemnification provided for in this section.

ARTICLE SIXTEEN SUCCESSORS AND ASSIGNS

16.1. The County and the Contractor each binds itself and its successors, executors, administrators and assigns to the other party of this Contract and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

ARTICLE SEVENTEEN REMEDIES

17.1. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract shall be held in Okaloosa County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE EIGHTEEN CONFLICT OF INTEREST

18.1. The Contractor represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The Contractor further represents that no person having any interest shall be employed for said performance.

18.2. The Contractor shall promptly notify the County Representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an informed determination from the County Representative as to whether the association, interest or circumstance would be viewed by the County Representative as constituting a conflict of interest if entered into by the Contractor. The County Representative agrees to notify the Contractor of its opinion by certified mail within thirty (30) days of receipt of notice by the Contractor. Such determination may be appealed to the Board of County Commissioners by the Contractor within thirty (30) days of the County Representative's notice to the Contractor. If, in the opinion of the County Representative or County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the County Representative or County shall so state in the notice and the Contractor shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Contractor under the terms of this Contract.

ARTICLE NINETEEN DEBT

19.1. The 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 Contract.

ARTICLE TWENTY NONDISCRIMINATION

20.1. The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

20.2 Additionally, (As per Executive Order 11246) Contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

ARTICLE TWENTY-ONE ENFORCEMENT COSTS

21.1. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE TWENTY-TWO NOTICE

22.1. All notices required in this Contract shall be sent by certified mail, return receipt requested to the Contractor's Representative and the County Representative at the addresses shown in Articles One and Three hereof.

ARTICLE TWENTY-THREE MODIFICATION OF SCOPE OF WORK

23.1. It is the intent of this Contract that County shall from time to time issue Notice to Proceeds for Contractor to perform work. Notice to Proceeds shall be duly approved by the County prior to issuance. Contractor shall expediently perform such work within the schedule indicated in the work order in accordance with Article Four above. Contractor shall timely cooperate with County Representative in negotiating the cost and schedule of said work orders prior to submission to the County for approval. The County reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the County's notification of a contemplated change, the Contractor shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the County of any estimated change in the completion date, and (3) advise the County if the contemplated change shall effect the Contractor's ability to meet the completion dates or schedules of this Contract.

23.2. If the County so instructs in writing, the Contractor shall suspend work on that portion of the Scope of Work or work order affected by a contemplated change, pending the County's decision to proceed with the change. Contractor shall be entitled to invoice County for that portion of the work completed prior to receipt of the written notice.

23.3. If the County elects to make the change, the County shall initiate a Contract Amendment and the Contractor shall not commence work on any such change until such written amendment is signed by the Contractor and the County.

ARTICLE TWENTY-FOUR MODIFICATION

24.1. The County and the Contractor agree that this Contract together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article Twenty Three - Modification of Scope of Work. In the event of any conflict or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

ARTICLE TWENTY FIVE MISCELLANEOUS

25.1. Contractor, in representing County, shall promote the best interest of County and each party agrees to assume toward the other party a duty of good faith and fair dealing.

25.2. No modification, waiver, suspension or termination of the Contract or of any terms thereof shall impair the rights or liabilities of either party.

25.3. This Contract is not assignable, in whole or in part, by Contractor without the prior written consent of County.

25.4. Waiver by either party of a breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

25.5. The headings of the Articles, Schedules, Parts and Attachments as contained in this Contract are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Schedules, Parts and Attachments.

25.6. This Contract, including the referenced Schedules and Attachments hereto, constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Contract.

25.7 Contractor, acknowledges that it shall comply with all applicable Federal law, regulations, executive orders, State laws and regulations and local laws, ordinances and regulations as it pertains to services being rendered under this contract.

25.8 Contractor acknowledges that some federal funds may be utilized in the course of services being performed under this agreement, as such, contractor agrees that it shall adhere to all necessary federal regulations, including those as set forth in Exhibit _____. Further, the Contractor acknowledges that the Federal government is not a party to this agreement and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from this Contract.

ARTICLE TWENTY SIX MINORITY/WOMEN'S BUSINESS ENTERPRISES

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

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and

Local Government M/DBE programs in many large counties and cities

ARTICLE TWENTY SEVEN PROCUREMENT OF RECOVERED MATERIALS

27.1 Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

ARTICLE TWENTY EIGHT ENVIRONMENTAL AND ENERGY POLICIES

28.1 The Contractor shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

28.2 Clean Air Act.

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance under this Contract.

28.3 Federal Water Pollution Control Act.

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance under this Contract.

ARTICLE TWENTY NINE FEDERAL SUSPENSION AND DEBARMENT

29.1 This Agreement may be covered in part as transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- a. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- b. This certification is a material representation of fact relied upon by the County. If it is later determined that

the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.

c. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ARTICLE THIRTY LOBBYING

30.1 Byrd Anti-Lobbying Amendment. Contractor who apply or submittal for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

ARTICLE THIRTY ONE

THIRD PARTY BENEFICIARIES

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

ARTICLE THIRTY TWO

SEVERABILITY

32.1. If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE THIRTY THREE

REPRESENTATION OF AUTHORITY TO CONTRACT/SIGNATORY

33.1 The individual signing this Contract on behalf of TelaForce LLC. represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract. The signatory represents and warrants to the County that the execution and delivery of this Contract and the performance of Attachment B 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.

ARTICLE THIRTY FOUR FEDERAL REGULATIONS

34.1 The contractor agrees to comply with all federal, state and local laws, rules and regulations, including but not limited to, those set forth in Attachment "B", which is expressly incorporated herein as a part of this agreement.

ARTICLE THIRTY FIVE
PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

35.1 The 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.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals the day and year first above written.

CONTRACTOR

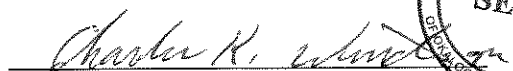
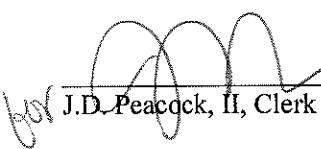
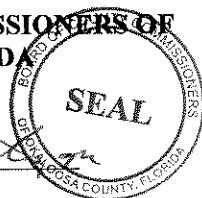


Authorized Representative

Charles L. Eller, VP of Contracts

(printed)

**BOARD OF COUNTY COMMISSIONERS OF
OKALOOSA COUNTY, FLORIDA**


Charles K. Windes, Jr. Chairman
J.D. Peacock, II, Clerk

**ATTACHMENT A
BASIS OF COMPENSATION**

1. As consideration for providing Services set forth herein Article Two of the Contract for Professional Services, the County agrees to pay, and Contractor agrees to accept, fees as indicated within attached Attachment A and below:

[SHOULD BE SPECIFIC TO EACH PARTICULAR TYPE OF SERVICE BEING PROVIDED BY CONTRACTOR – MAY BE LUMP SUM PAYABLE IN PARTS BASED ON PROVIDING DELIVERABLES TO COUNTY OR MAY BE PAID MONTHLY. SOME SERVICES MAY BE PAID BASED ON AN HOURLY WAGE. HOURLY RATES FOR HOURLY WORK SHOULD ALSO BE STATED HERE.]
2. Reimbursable costs shall mean the actual expenditures made by the Contractor while providing Services, in the interest of the Project, and may include the following items:
 - a. Expenses for preparation, reproduction, photographic production techniques, postage and handling of drawings, specifications, bidding documents and similar Project-related items.
 - b. When authorized in advance by County, except as specifically otherwise provided herein, the expense of overtime work requiring higher than regular rates.
 - c. Expenses for renderings, models and mock-ups requested by County.
3. Unless approved by the County in advance, reimbursable costs shall not include the following:
 - a. Transportation and subsistence, including transportation and subsistence expenses incidental to out-of-town travel required by Contractor and directed by County, other than visits to the Project Site or County's office.
 - b. Contractor overhead including field office facilities.
 - c. Overtime not authorized by County.
 - d. Expenses for copies, reproductions, postage, handling, express delivery, and long distance communications not required for a Project.
4. Payments will be made for services rendered on no more than on a monthly basis, within thirty (30) days of submittal of an approvable invoice. The number of the Notice to Proceed pursuant to which the services have been provided shall appear on all invoices. All invoices shall be reasonably substantiated, identify the services rendered and must be submitted in triplicate in a form and manner required by County.

ATTACHMENT B - CONTRACTOR'S PROPOSAL

EXHIBIT C - STANDARD CONTRACT CLAUSES

Standard Contract Clauses

Exhibit "C"

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:

Compliance with Regulations: The contractor (hereinafter includes contractors) 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.

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.

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.

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.

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.

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* has full responsibility to monitor compliance to the referenced statute or regulation. The contractor 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 (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 of 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, 2009 (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 € (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

Includes work performed in the United States.

RFQ IT 73-19
TelaForce LLC.
Attachment A-
Basis of Compensation

TelaForce
T&M Rates
RFQ IT 73-19 Services Labor

Labor Category	Hourly Rate
Program Manager	\$ 290.12
Project Manager	\$ 233.56
Project Coordinator	\$ 93.92
Network Technician	\$ 90.99
Senior Network Engineer	\$ 153.27
Network Engineer	\$ 117.14
Junior Network Engineer	\$ 88.53
Network Operating Systems Support Services	\$ 93.92
Network Security Support Services	\$ 124.28
Senior Systems Engineer	\$ 130.69
Systems Engineer	\$ 100.71
Junior Systems Engineer	\$ 83.03
Senior Software Engineer	\$ 166.45
Software Engineer	\$ 143.31
Senior Database Specialist	\$ 156.97
Database Specialist	\$ 121.29
Senior Help Desk Analyst	\$ 88.76
Help Desk Analyst	\$ 67.50
Junior Help Desk Analyst	\$ 43.05
Senior Analyst	\$ 92.94
Analyst	\$ 79.53
Program Analyst	\$ 113.78
Senior Technician	\$ 116.77
Technician	\$ 85.76
Junior Technician	\$ 67.50
Senior Technical Writer	\$ 85.95
Senior Web Developer	\$ 135.47
Web Developer	\$ 101.60
Junior Web Developer	\$ 62.58
Subject Matter Expert	\$ 149.18
Consulting Services	\$ 233.56
Desktop Supporting Services	\$ 79.53
Microsoft Specialist	\$ 92.94
Security Consultant	\$ 233.56
Security Specialist	\$ 153.27
Virtualization Engineer	\$ 100.71
Sr. Virtualization Engineer	\$ 130.69
VoIP Engineer	\$ 117.14
Solutions Architect	\$ 233.56



REQUEST FOR QUALIFICATIONS (RFQ) & RESPONDENT'S ACKNOWLEDGEMENT

RFQ TITLE:

Information Technology Services for Okaloosa County

RFQ NUMBER:

RFQ IT 73-19

ISSUE DATE:

19 August, 2019 at 8:00 A.M. CST

LAST DAY FOR QUESTIONS:

2 September, 2019 at 3:00 P.M. CST

RFQ OPENING DATE & TIME:

September 18, 2019 at 3:00 P.M. CST

NOTE: RESPONSES RECEIVED AFTER THE DEADLINE WILL NOT BE CONSIDERED.

Okaloosa County, Florida solicits your company to submit a response on the above referenced goods or services. All terms, specifications and conditions set forth in this RFQ are incorporated into your response. A response will not be accepted unless all conditions have been met. All responses must have an authorized signature in the space provided below. All envelopes containing sealed submittals must reference the "RFQ Title", "RFQ Number" and the "RFQ Opening Date & Time". Okaloosa County is not responsible for lost or late delivery of submittals by the U.S. Postal Service or other delivery services used by the respondent. Neither faxed nor electronically submitted submittals will be accepted. Submittal may not be withdrawn for a period of ninety (90) days after the submittal opening unless otherwise specified.

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

COMPANY NAME TelaForce, LLC

MAILING ADDRESS

70 Ready Ave. NW #6

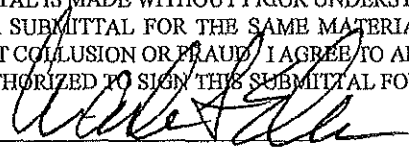
CITY, STATE, ZIP

Fort Walton Beach, Florida 32548FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 81-3035243TELEPHONE NUMBER: (850) 897-8103

EXT: _____

FAX: (850) 897-8755EMAIL: charles.eller@telaforce.com

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

AUTHORIZED SIGNATURE: PRINTED NAME: Charles L. EllerTITLE: VP of ContractsDATE: September 12, 2019

Rev: September 22, 2015

**RFQ IT 73-19
TelaForce LLC.
Attachment B-
Contractor's Bid**

**RFQ FOR INFORMATION TECHNOLOGY SERVICES
FOR OKALOOSA COUNTY INFORMATION TECHNOLOGY DEPARTMENT**

SCOPE OF SERVICES:

The Okaloosa County Board of County Commissioners requests qualifications from professional firms for professional information technology services including but not limited to: networking, equipment, fiber optic connections, design, VoIP, routing, switching, administration, analysis, installation, cyber security, storage, virtual environments, website design and administration, and email. The nature of the service will be to provide Priority 1 through Priority 4, support, consultation, or coordination in order to enhance and ensure proper implementation of the aforementioned system components. Services of the contractor shall be under the direction of the Information Technology Director or his designee, who shall act as the County's representative during the performance of the scope of services.

**GUIDELINES FOR REQUEST FOR QUALIFICATIONS (RFQ) INFORMATION TECHNOLOGY
SERVICES FOR OKALOOSA COUNTY**

The purpose of this Request for Qualifications is to provide interested contractors with guidelines and information to enhance their submission of RFQs on the project entitled "**INFORMATION TECHNOLOGY SERVICES FOR OKALOOSA COUNTY**".

It is expected that the contractors' contract will consist of the technical ability, qualifications and experience of all Vendor staff positions required to complete any information technology projects for professional information technology services including but not limited to: networking, equipment, fiber optic connections, design, VoIP, routing, switching, administration, analysis, installation, cyber security, storage, virtual environments, website design and administration, and email. The nature of the service will be to provide Priority 1 through Priority 4, support, consultation, or coordination in order to enhance and ensure proper implementation of the aforementioned system components. The Vendor shall provide proposed Service Level Agreement (SLA) metrics including initial response times, system or service engagement times, and communication and staffing commitments based on the following priority levels, or, a suitable SLA metrics substitute which covers, at a minimum, Service Level Agreement (SLA) metrics including initial response times, system or service engagement times, and communication and staffing commitments. The final determination of suitability and acceptability of the SLA substitute will be determined by the County.

Priority 1 (Urgent)

System or critical function is down.

Priority 2 (High)

System or critical function is degraded but still operational. Could escalate to Priority 1 if not addressed quickly.

Priority 3 (Low)

Routine functions that may be scheduled in advance. Could be troubleshooting, equipment quotes, meetings, or other functions that are not a higher priority.

Priority 4 (Projects)

A long or short-term project or service request with no specific expectations on response time.

Services of the contractor shall be under the direction of the Information Technology Director or his designee, who shall act as the County's representative during the performance of the scope of services. For any federally-funded projects, the attached requirements apply, and in particular, the highlighted portions: 1) 44 CFR 13, 2) 32 CFR 33, and 3) Federal Agency Rule on Lobbying.

The term of this contract will be for three (3) years. The County reserves the right to renew any contract for two (2) additional 1- year contract period(s). Renewal of the contract period shall be recommended by the Information

Technology Department. The County reserves the right to award to multiple vendors.

The County reserves the right to accept or reject any or all statement of qualifications/proposals or to waive any informality existing in any proposal, or to accept the proposals which best serves the interest and intent of this project and is from the most responsive and responsible firm(s). All submittals must be completely compliant with the Request for Qualification solicitation requirements to be considered fully responsive.

The content of the RFQ of the successful firm(s) will become a basis for contractual negotiations. This contract will be task order driven and actual costs will be based on scope of work, time, and expenses with a not to exceed amount, based on the approved task order. Additional SLA related metrics may be contemplated during the contract negotiation or task order approval process. The County's standard form of consulting agreement will be utilized. Payment schedule and basis for payment will be negotiated, but will be based upon documented work completed. The selected contractors shall be required to assume responsibility for all services offered in their RFQ. The selected contractors will be the sole point of contact concerning contractual matters including payments of any charges resulting from the contract.

Selection Criteria (weight will be given to solutions, qualifications, experience and references that include existing county infrastructure: Cisco, Mitel, Drupal, Exchange, VMware, Aruba, Corning, etc):

- 40% Technical solutions – IT services, implementation, problem solving, and support approach. Ability to meet all technical/service requirements.
- 20% Vendor Qualifications
- 20% Experience – proven results
- 15% Proposed Service Level Agreement (SLA) metrics
- 5% References (3)

GENERAL SERVICES INSURANCE REQUIREMENTS – w/CYBER LIABILITY

CONTRACTORS INSURANCE

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

WORKERS' COMPENSATION INSURANCE

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

3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.
4. A Waiver of Subrogation is required to be shown on all Workers Compensation Certificates of Insurance.

BUSINESS AUTOMOBILE LIABILITY

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

COMMERCIAL GENERAL LIABILITY INSURANCE

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

CYBER LIABILITY

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

INSURANCE LIMITS OF LIABILITY

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

	<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
Bodily Injury & Property Damage
\$1,000,000 each occurrence Products and
completed operations |
| 4. | Personal and Advertising Injury | \$1,000,000 each occurrence |
| 5. | Cyber Liability | \$1,000,000 per claim |

NOTICE OF CLAIMS OR LITIGATION

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

INDEMNIFICATION & HOLD HARMLESS

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

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the project name and number 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 to the County. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.

6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or self-insured retentions (SIRs), whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

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

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

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

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

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

EXCESS/UMBRELLA INSURANCE

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

GENERAL CONDITIONS

1. PRE-QUALIFICATION ACTIVITY -

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

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

All questions or inquiries must be received no later than the last day for questions (reference RFQ & Respondent's Acknowledgement form). Any addenda or other modification to the submittal documents will be issued by the County five (5) days prior to the date and time of submittal closing, as a written addenda distributed to all prospective respondents by posting to the Florida Online Bid System (Florida Purchasing Group) and the Okaloosa County Web Site.

To access the Florida Online Bid System go to: <https://www.bidnetdirect.com/florida> to access the Okaloosa County Web Site go to: <http://www.myokaloosa.com/purchasing/current-solicitations>.

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

- 2. PREPARATION OF QUALIFICATIONS** – Qualifications which contain 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 requesting qualifications may be rejected.
- A. Qualifications 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.
 - B. Qualifications 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.
 - C. Qualifications 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.
 - D. Qualifications submitted by an individual shall show the respondent's name and official address.
 - E. Qualifications submitted by a joint venture shall be executed by each joint venture in the manner indicated in the Request for Qualification. The official address of the joint venture must be shown below the signature.
 - F. All signatures shall be in blue ink. All names should be typed or printed below the signature.
 - G. The submittal 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 submittal shall be shown.
 - H. If the respondent is an out-of-state corporation, the submittal shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida.
- 3. INTEGRITY OF QUALIFICATIONS DOCUMENTS** - Respondents shall use the original

qualification 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 qualification documents if sufficient space is not available. Any modifications or alterations to the original solicitation documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of submittal. Any such modifications or alterations that a respondent wishes to propose must be clearly stated in the respondent's response and the form of an addendum to the original documents.

4. **SUBMITTAL OF QUALIFICATIONS** -- Qualifications shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or request for qualifications 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 qualifications are being submitted for), the name and address of the respondent, and shall be accompanied by the other required documents.

Note: Crestview, Florida is "not a next day guaranteed delivery location" by delivery services.

5. **MODIFICATION & WITHDRAWAL OF SUBMITTAL** -- Qualifications may be modified or withdrawn by an appropriate document duly executed in the manner that a submittal must be executed and delivered to the place where documents are to be submitted prior to the date and time for the opening of the solicitation.

If within 24 hours after qualifications 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 submittal, that respondent may withdraw its submittal, and the respondent's security will be returned, if any.

6. **QUALIFICATIONS DOCUMENTS TO REMAIN SUBJECT TO ACCEPTANCE** -- All qualifications documents will remain subject to acceptance or rejection for ninety (90) calendar days after the day of the opening, but the County may, in its sole discretion, release any submittal and return the respondent's security, if required prior to the end of this period.
7. **CONDITIONAL & INCOMPLETE QUALIFICATIONS** - Okaloosa County specifically reserves the right to reject any conditional submittal and qualifications which make it impossible to determine the true quality of services to be provided by respondent.
8. **ADDITION/DELETION OF ITEM** -- The County reserves the right to add or delete any item from this qualification or resulting contract when deemed to be in the County's best interest.
9. **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 qualifications throughout, and they will be deemed to be included in any contract the same as though they were written in full therein.
10. **PAYMENTS** -- The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview FL 32536, for the prices stipulated herein for articles delivered and accepted. Invoices must show Contract #.
11. **DISCRIMINATION** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit qualifications for a contract to provide goods or services to a public entity, may not submit qualifications on a contract with a public entity for the construction or repair of a public building or

public work, may not submit qualifications 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.

12. PUBLIC ENTITY CRIME INFORMATION - Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

13. CONFLICT OF INTEREST - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their qualifications 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 proposer's convenience, this certification form is enclosed and is made part of the proposal package.

14. REORGANIZATION OR BANKRUPTCY PROCEEDINGS – Qualifications will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.

15. 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 any additional information and financial data for this purpose as the County may request.

16. 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 agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

17. 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 being removed from the Active Contractors List or termination of any contract resulting from this solicitation.

18. 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.

- 19. SUSPENSION OR TERMINATION FOR CONVENIENCE** - The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of any contract resulting from this solicitation for the County's convenience.

Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions, which by their nature survive final acceptance, shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

- 20. FAILURE OF PERFORMANCE/DELIVERY** - In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the contract and removal of the respondent from the vendor list for duration of one (1) year, at the option of County.

- 21. 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 any contract resulting from this solicitation from the date of the contract through three (3) years after the expiration of contract.

- 22. EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION** - Respondent will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.

- 23. 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.

- 24. 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 terms under which respondent was placed on the Active Contractors List. 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 subject contract and removal of the respondent from the Active Contractors list. 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.

25. IDENTICAL TIE PROPOSAL - In cases of identical procurement responses, the award either shall be determined by lot or based on factors deemed to serve the best interest of the County. In the case of the latter, there must be adequate documentation to support such a decision.

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

All communications shall be directed to the Purchasing Department -see attached form.

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

27. The following documents are to be submitted with the qualifications packet. Failure to provide required forms may result in contractor disqualification.

- A. Drug-Free Workplace Certification Form
- B. Conflict of Interest
- C. Federal E-Verify
- D. Cone of Silence Form
- E. Indemnification and Hold Harmless
- F. Addendum Acknowledgement
- G. Company Data
- H. System Award Management Form
- I. List of References
- J. Certification Regarding Lobbying
- K. Sworn Statement – Public Entity Crimes
- L. Governmental Debarment & Suspension
- M. Vendor's on Scrutinized Companies List

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED PROPOSER 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 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: September 12, 2019

SIGNATURE: 

COMPANY: ADDRESS: TelaForce, LLC.

NAME: Charles L. Eller
(Typed or Printed)

70 Ready Ave. NW #6

TITLE: VP of Contracts

Fort Walton Beach, Florida 32548

E-MAIL: charles.eller@telaforce.com

PHONE NO.: (850) 897-8103

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all bidders/proposers, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), of 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: TelaForce, LLC.

BY (PRINTED): Charles L. Eller

BY (SIGNATURE): 

TITLE: VP of Contracts

ADDRESS: 70 Ready Ave. NW #6

Fort Walton Beach, Florida 32548

PHONE NO. (850) 897-8103

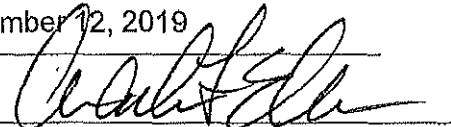
E-MAIL charles.eller@telaforce.com

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 while the respondent is on the Active Contractors List, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Securities E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the time the respondent is on the Active Contractors List; 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 the above requirements.

DATE: September 12, 2019

SIGNATURE: 

COMPANY: TelaForce, LLC

NAME: Charles L. Eller

ADDRESS: 70 Ready Ave NW, #6, Fort Walton Beach, Florida 32548

TITLE: VP of Contracts

E-MAIL: charles.eller@telaforce.com

PHONE NO.: (850) 897-8103

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-contractors, or anyone designated to provide a recommendation to place respondents on the Active Contractors List or 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 submittals 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  presenting TelaForce, LLC.
Signature Company Name

On this 12th day of September 2019 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

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

TelaForce, LLC.

Proposer's Company Name

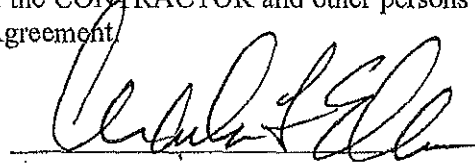
70 Ready Ave NW, #6, Fort Walton Beach, Florida 32548
Physical Address

Same as above
Mailing Address

(850) 897-8103
Phone Number

(850) 585-1081
Cellular Number

September 12, 2019
Date



Authorized Signature – Manual

Charles L. Eller
Authorized Signature – Typed

VP of Contracts
Title

(850) 897-8755
FAX Number

(850) 585-1081
After-Hours Number(s)

ADDENDUM ACKNOWLEDGEMENT
RFQ IT 73-19

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

ADDENDUM NO.

DATE

ADDENDUM 1- Date Issued September 9, 2019

ADDENDUM 2- Date Issued September 11, 2019

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.

COMPANY DATA

Respondent's Company Name: TelaForce, LLC.

Physical Address & Phone #:

70 Ready Ave. NW #6

Fort Walton Beach, Florida 32548

(850) 897-8103

Contact Person (Typed-Printed): Charles L. Eller

Phone #: (850) 897-8103

Cell #: (850) 585-1081

Federal ID or SS #: 81-3035243

DUNNS/SAM #: 080440529

Respondent's License #:

Additional License – Trade and Number

Fax #: (850) 897-8755

Emergency #'s After Hours,
Weekends & Holidays: (850) 585-1081

DBE/Minority Number: N/A

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: TelaForce, LLC.

Entity Address: 70 Ready Ave NW, #6, Fort Walton Beach, Florida 32548

Duns Number: 080440529

CAGE Code: 7RLU8

LIST OF REFERENCES

1. Owner's Name and Address: Okaloosa County Board of County Commissioners
1250 N Eglin Parkway, Suite 303, Shallmar, FL 32579
Dan Sambenedetto, IT Director
Contact Person: _____ Telephone # (_____) (850) 651-7570
Email: DSambenedetto@co.okaloosa.fl.us
2. Owner's Name and Address: Okaloosa County School District
202 Highway 85N, Niceville, FL 32578
Dustin Keith, Vendor Relations Manager (VRM)
Contact Person: _____ Telephone # (_____) (850) 689-7151
Email: KeithD@okaloosaschools.com
3. Owner's Name and Address: Montgomery County, Maryland Device Client Management (DCM)
Office of Procurement, Rockville Center, 7361 Calhoun Place, Suite 150, Derwood, Maryland 20855
Contact Person: Michelle Rinaldi, COTR Telephone # (_____) (240) 777-2848
Email: michelle.rinaldi@montgomerycountymd.gov
4. Owner's Name and Address: _____

Contact Person: _____ Telephone # (_____) _____
Email: _____
5. Owner's Name and Address: _____

Contract Person: _____ Telephone # (_____) _____
Email: _____

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 submittal or offer exceeding \$100,000)

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

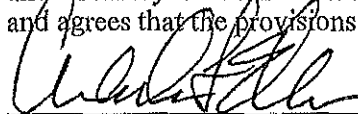
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all 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, TelaForce, LLC, 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

Charles L. Eller, VP of Contracts

Name and Title of Contractor's Authorized Official

September 12, 2019

Date

**SWORN STATEMENT UNDER SECTION 287.133 (3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted for TelaForce, LLC.

2. This sworn statement is submitted by Charles L. Eller

Whose business address is: 70 Ready Ave. NW. #6 Fort Walton Beach, Florida 32548

and (if applicable) its Federal Employer Identification Number (FEIN) is 81-3035243

(If entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement: _____)

3. My name is Charles L. Eller and my relationship to the entity named
above is VP of Contracts

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

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

6. I understand that an "affiliate" as defined in Section 287.133(1) (a), Florida Statutes, means:
(1) A predecessor or successor of a person convicted of a public entity crime; or (2) An entity
under the control of any natural person who is active in the management of the entity and who has
been convicted of a public entity crime. The term "affiliate" includes those officers, directors,
executives, partners, shareholders, employees, members, and agents who are active in the
management of an affiliate. The ownership by one person of shares constituting a controlling
interest in another person, or a pooling of equipment or income among persons when not for fair
market value under an arm's length agreement, shall be a prima facie case that one person
controls another person. A person who knowingly enters into a joint venture with a person who
has been convicted of a public entity crime in Florida during the preceding 36 months shall be
considered an affiliate.

7. I understand that a "person" as defined in Section 287.133(1) (e), Florida Statutes, means any
natural person or entity organized under the laws of any state or of the United States with the
legal power to enter into a binding contract and which submittals or applies to submittal on
contracts for the provision of goods or services let by a public entity, or which otherwise transacts

or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

Date: 9/17/2019 Signature: [Signature]

STATE OF: Florida

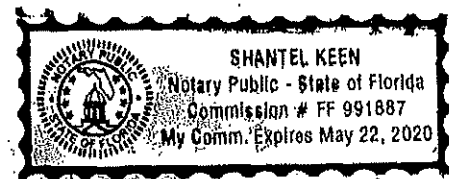
COUNTY OF: Okaloosa

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who after first being sworn by me, affixed his/her signature in the space provided above on this 17 day of September, in the year 2019.

My commission expires: 22 May 2020
[Signature]
Notary Public

Print, Type, or Stamp of Notary Public
Personally known to me, or Produced Identification:

Type of ID



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**

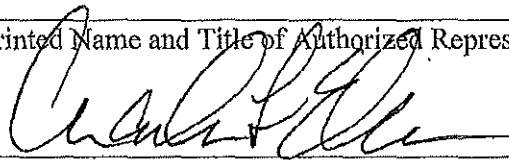
The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R. Part 180, Participants' responsibilities. The regulations were 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

Charles L. Eller, VP of Contracts

Printed Name and Title of Authorized Representative



Signature

September 12, 2019

Date

VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate TelaForce, LLC, the submittal 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 submittal proper immediately or immediately terminate any agreement entered into for cause if the submittal 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 submittal proposer has submitted a false certification, the County will provide written notice to the submittal proposer. Unless the submittal 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 submittal proposer. If the County's determination is upheld, a civil penalty shall apply, and the submittal proposer will be ineligible to submittal 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 submittal proposer.

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

DATE: September 12, 2019

SIGNATURE: 

COMPANY: TelaForce, LLC

NAME: Charles L. Eller
(Typed or Printed)

ADDRESS: 70 Ready Ave NW, #6,
Fort Walton Beach, Florida 32548

TITLE: VP of Contracts

E-MAIL: charles.eller@telaforce.com

PHONE NO.: (850) 897-8103

Standard Contract Clauses

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 contractors) 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* has full responsibility to monitor compliance to the referenced statute or regulation. The contractor 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 € (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.

Information Technology Services for Okaloosa County
Information Technology Department
RFP IT 73-19
RANKING SHEET

RANKING CRITERIA			
Technical solution – IT services, implementation, problem solving, and support approach. Ability to meet all technical/service requirements 40 points max			
Vendor Qualifications 20 points max			
Experience – proven results 20 points max			
Proposed Service Level Agreement (SLA) metrics 15 points max			
References (3) 5 points max			
TOTAL POSSIBLE – 100 PTS			

**CONTRACT FOR PROFESSIONAL INFORMATION TECHNOLOGY SERVICES
DRAFT**

This Contract is made and entered into this _____ day of, 2019, by and between OKALOOSA COUNTY, FLORIDA ("COUNTY"), a political subdivision of the State of Florida, located at _____, and _____, whose principal place of business is at _____ (the "Contractor"), whose Federal I.D. number is _____, in connection with Okaloosa County Request for Qualifications No. _____ and the professional services set forth therein.

WITNESSETH

WHEREAS, the County has pursued the professional services selection process contemplated under section 287.055, Florida Statutes; and

WHEREAS, Okaloosa County desires to obtain the professional services of the Contractor concerning said services being more fully described in the exhibits attached to this Contract.

NOW, THEREFORE, in consideration of the mutual promises herein, the County and the Contractor agree as follows:

**ARTICLE ONE
CONTRACTOR'S RESPONSIBILITY**

1.1. Contractor shall provide to County continuing professional information technology services for the duration of the Contract.

1.2. The Services required under this Contract to be performed by Contractor shall be those set forth in Article Two and Exhibit ____ and shall be issued periodically as Notice to Proceeds. The basis of compensation to be paid Contractor by the County for Services is set forth in Article Five and Schedule A, "Basis of Compensation" attached to each Notice to Proceed, which is attached hereto and incorporated herein. Work Authorization requests will be made to Contractor as may be warranted-items requested are listed in Exhibit A attached hereto and made a part of the contract.

1.3. The Contractor agrees to obtain and maintain throughout the period of this Contract all such licenses as are required to do business in the State of Florida, including, but not limited to, all licenses required by the respective state boards, and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the Contractor pursuant to this Contract.

1.4. The Contractor agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ and/or retain only qualified personnel to provide such services.

1.5. Contractor agrees that the Project Manager for the term of this Contract shall be:

INSERT NAME

The Contractor agrees that the Project Manager shall devote whatever time is required to satisfactorily manage the services to be provided and performed by the Contractor hereunder. The person selected by the Contractor to serve as the Project Manager shall be subject to the prior approval and acceptance of the County, such approval or acceptance shall not be unreasonably withheld.

1.6. Contractor agrees, within fourteen (14) calendar days of receipt of a written request from the County, to promptly remove and replace from the project team the Project Manager, or any other personnel employed or retained by the Contractor, or any subcontractors or subcontractors or any personnel of any such subcontractors or subcontractors engaged by the

Contractor to provide and perform services or work pursuant to the requirements of this Contract, whom the County shall request in writing to be removed, which request may be made by the County with or without cause.

1.7. The Contractor has represented to the County that it has expertise in the type of professional services that will be required for the Project. The Contractor agrees that all services to be provided by Contractor pursuant to this Contract shall be subject to the County's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by Contractor hereunder. In the event of any conflicts in these requirements, the Contractor shall notify the County of such conflict and utilize its best professional judgment to advise County regarding resolution of the conflict.

1.8. Contractor agrees not to divulge, furnish or make available to any third person, firm or organization, without County's prior written consent, or unless incident to the proper performance of the Contractor's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Contractor hereunder, and Contractor shall require all of its employees, agents, subcontractors and subcontractors to comply with the provisions of this paragraph.

1.9. Evaluations of the County's adopted capital improvement budget, preliminary estimates of construction cost and detailed estimates of construction cost prepared by the Contractor represent the Contractor's best judgment as a design professional familiar with the construction industry. The Contractor cannot and does not guarantee that submittals or negotiated prices will not vary from any estimate of construction cost or evaluation prepared or agreed to by the Contractor. Notwithstanding anything above to the contrary, Contractor shall revise and modify Construction Documents and assist in the resubmittal of the work at no additional cost to County, if all responsive and responsible submittals exceed the estimates of construction costs prepared by Contractor.

1.10. Contractor shall not be responsible for means, methods, techniques, sequences or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors.

ARTICLE TWO SERVICES OF CONTRACTOR

2.1 As authorized or required by the County in a Notice to Proceed, and agreed to by Contractor, Contractor shall furnish or obtain from others Services of the types listed in Exhibit _____. These services will be paid for by the County as indicated in Article Five and Schedule A and as confirmed in each Notice to Proceed.

ARTICLE THREE COUNTY'S RESPONSIBILITIES

3.1. The County shall designate in writing a representative to act as County's representative with respect to the services to be rendered under this Contract (hereinafter referred to as the "County's Representative"). The County's Representative shall have County transmit instructions, receive information, interpret and define County's policies and decisions with respect to Contractor's services for the Project. However, the County's Representative is not authorized to issue any verbal or written orders or instructions to the Contractor that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

- a. The scope of services to be provided and performed by the Contractor hereunder;
- b. The time the Contractor is obligated to commence and complete all such services; or
- c. The amount of compensation the County is obligated or committed to pay the Contractor.

3.2. The County's Representative shall:

- a. Review and make appropriate recommendations on all requests submitted by the Contractor for payment for

services and work provided and performed in accordance with this Contract;

b. Provide all criteria and information requested by Contractor as to County's requirements, for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations;

c. Upon request from Contractor, assist Contractor by placing at Contractor's disposal all available information in the County's possession pertinent to the Project, including existing drawings, specifications, shop drawings, product literature, previous reports and any other data relative to design or construction of the Project;

d. Arrange for access to and make all provisions for Contractor to enter the Project site to perform the services to be provided by Contractor under this Contract; and

e. Provide notice to Contractor of any deficiencies or defects discovered by the County with respect to the services to be rendered by Contractor hereunder.

3.3. Contractor acknowledges that access to the Project Site, to be arranged by County for Contractor, may be provided during times that are not the normal business hours of the Contractor.

3.4. County shall be responsible for the acquisition of all easements, property sites, rights-of-way, or other property rights required for the Project and for the costs thereof, including the costs of any required land surveys in connection with such acquisition.

3.5. For the purposes of this Contract, the County's Representative shall be:

Dan Sambenedetto, Information Technology Director

ARTICLE FOUR TIME

4.1. Services to be rendered by Contractor shall be commenced subsequent to the execution of any Notice to Proceed issued pursuant to this Contract, after receiving written Notice to Proceed from County for all or any designated portion of the Project and shall be performed and completed in accordance with the Project Schedule attached to the Notice to Proceed for the Project.

4.2. Should Contractor be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of Contractor, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the County, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then Contractor shall notify County in writing within five (5) working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

4.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of Contractor's services from any cause whatsoever, including those for which County may be responsible in whole or in part, shall relieve Contractor of its duty to perform or give rise to any right to damages or additional compensation from County. Contractor's sole remedy against County will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion. Provided, however, if through no fault or neglect of the Contractor, the services to be provided hereunder have not been completed within the schedule identified in the Notice to Proceed, the Contractor's compensation shall be equitably adjusted, with respect to those services that have not yet been performed, to reflect the incremental increase in costs experienced by Contractor.

4.4. Should the Contractor fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the County hereunder, the County at its sole discretion and option may withhold any and all payments due and owing to the Contractor until such time as the Contractor resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the County's satisfaction that the Contractor's performance is or will shortly be back on schedule.

ARTICLE FIVE COMPENSATION

5.1. Compensation and the manner of payment of such compensation by the County for services rendered hereunder by Contractor shall be as prescribed in Schedule A, entitled "Basis of Compensation," and Exhibit _____ which are attached hereto and made a part hereof.

5.2. The total amount to be paid by the County under this Contract for all services and materials, including "out of pocket" expenses and any approved subcontracts, shall not exceed the amount set forth in the approved Notice to Proceeds without prior approval of the County. The Contractor shall notify the County's Representative in writing when 90% of the "not to exceed amount" has been reached.

5.3. Invoices received by the County from the Contractor pursuant to this Contract will be reviewed and approved in writing by the County's Representative, who shall indicate whether services have been rendered in conformity with the Contract, and then sent to the County's Office of Management and Budget for processing payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid within thirty (30) days following the County Representative's approval, who shall process all payments in accordance with the Florida Prompt Payment Act or advise Contractor in writing of reasons for not processing same. In addition to detailed invoices, upon request of the County's Representative, Contractor will provide County with detailed periodic Status Reports on the project.

5.4. "Out-of-pocket" expenses shall be reimbursed in accordance with Florida law and Schedule A. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the County's Representative. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract.

5.5. In order for both parties herein to close their books and records, the Contractor will clearly state "final invoice" on the Contractor's final/last billing to the County for each Notice to Proceed. This final invoice shall also certify that all services provided by Contractor have been performed in accordance with the applicable Notice to Proceed and all charges and costs have been invoiced to the County. Because this account will thereupon be closed, any and other further charges not included on this final invoice are waived by the Contractor. Acceptance of final payment by Contractor shall constitute a waiver of all claims and liens against County for additional payment.

ARTICLE SIX WAIVER OF CLAIMS

6.1. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims related to the obligation of payment by it against County arising out of this Contract or otherwise related to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final payment. Neither the acceptance of Contractor's services nor payment by County shall be deemed to be a waiver of any of County's rights against Contractor.

ARTICLE SEVEN TRUTH IN NEGOTIATION REPRESENTATIONS

7.1. Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract.

7.2. In accordance with provisions of Section 287.055(5)(a), Florida Statutes, the signature of this Contract by the Contractor shall also act as the execution of a truth in negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Contractor's most favored customer for the same or substantially similar service. Should the County determine that said rates and costs were significantly increased due to incomplete,

noncurrent or inaccurate representation, then said rates and compensation provided for in this Contract shall be adjusted accordingly.

ARTICLE EIGHT TERMINATION OR SUSPENSION

8.1. Contractor shall be considered in material default of this Contract and such default will be considered cause for County to terminate this Contract, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Contract within a reasonable time after issuance of the Notice(s) to Proceed of a Notice to Proceed, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by County pursuant to this Contract, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Contractor or by any of Contractor's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Contract, or (f) for any other just cause. The County may so terminate this Contract, in whole or in part, by giving the Contractor seven (7) calendar days' written notice.

8.2. If, after notice of termination of this Contract as provided for in paragraph 8.1 above, it is determined for any reason that Contractor was not, in default, or that its default was excusable, or that County otherwise was not entitled to the remedy against Contractor provided for in paragraph 8.1, then the notice of termination given pursuant to paragraph 8.1 shall be deemed to be the notice of termination provided for in paragraph 8.3 below and Contractor's remedies against County shall be the same as and limited to those afforded Contractor under paragraph 8.3 below.

8.3. County shall have the right to terminate this Contract, in whole or in part, without cause upon seven (7) calendar days' written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, anticipated fees or profits on work not required to be performed.

8.4. Upon termination, the Contractor shall deliver to the County all original papers, records, documents, drawings, models, and other material set forth and described in this Contract.

8.5. The County shall have the power to suspend all or any portions of the services to be provided by Contractor hereunder upon giving Contractor two (2) calendar days prior written notice of such suspension. If all or any portion of the services to be rendered hereunder are so suspended, the Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in Article Four herein.

ARTICLE NINE PERSONNEL

9.1. The Contractor is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an Independent Contractor and not as employees or agents of the County.

9.2. The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the County, nor shall such personnel be entitled to any benefits of the County including, but not limited to, pension, health and workers' compensation benefits.

9.3. All of the services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

9.4. Any changes or substitutions in the Contractor's key personnel, as may be listed in Contractor's statement of qualifications, must be made known to the County's Representative and written approval must be granted by the County's Representative before said change or substitution can become effective, said approval for which shall not unreasonably be withheld.

9.5. The Contractor warrants that all services shall be performed by skilled and competent personnel to professional standards applicable to firms of similar local and national reputation.

9.10 The Contractor warrants that it fully complies with all Federal Executive Orders, statutes and regulations regarding the employment of undocumented workers and others and that all employees performing work under this Agreement meet the citizenship or immigration status requirements set forth in Federal Executive Orders, statutes and regulations. Contractor shall indemnify, defend and hold harmless the County, its officers and employees from and against any sanctions and any other liability which may be assessed against the Contractor in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder.

9.11 The employees and agents of each party, shall while on the premises of the other party, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

ARTICLE TEN SUBCONTRACTING

10.1. 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 Contract. 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.

ARTICLE ELEVEN FEDERAL AND STATE TAX

11.1. 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.

11.2. 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 Contract.

ARTICLE TWELVE OWNERSHIP OF DOCUMENTS

12.1. Upon completion or termination of this Contract, all records, documents, tracings, plans, specifications, maps, evaluations, reports, computer assisted design or drafting disks and other technical data, other than working papers, prepared or developed by Contractor under this Contract shall be delivered to and become the property of County. Contractor, at its own expense, may retain copies for its files and internal use.

12.2. The County and the Contractor shall comply with the provisions of Chapter 119, Florida Statutes, pertaining to public records. Contractor assumes no liability for the use of such documents by the County or others for purposes not intended under this Contract.

ARTICLE THIRTEEN MAINTENANCE OF RECORDS & PUBLIC RECORDS

13.1. Contractor will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by Contractor for a minimum of three (3) years from the date of termination

of this Contract or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Contract and during the three (3) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

13.2 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.

13.3 The County reserves the right to unilaterally cancel this Contract for refusal by the Contractor or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Contract unless the records are exempt.

ARTICLE FOURTEEN INSURANCE

14.1. During the life of the Contract the Contractor shall provide, pay for, and maintain, with companies satisfactory to the County, the types of insurance described herein. All insurance shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies registered with the State of Florida. Prior to execution of this Contract by County, the insurance coverages and limits required must be evidenced by properly executed Certificates of Insurance on forms, which are acceptable to the County. The Certificates must be personally, manually signed by the Authorized Representatives of the insurance company/companies shown on the Certificates with proof that he/she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required shall be provided to the County, on a timely basis, if required by the County. These Certificates and policies shall contain provisions that sixty (60) days' written notice by registered or certified mail shall be given the County of any cancellation, intent not to renew, or reduction in the policies' coverages, except in the application of the Aggregate Limits Provisions. In the event of a reduction in the Aggregate Limit of any policy, the Contractor shall immediately take steps to have the Aggregate Limit reinstated to the full extent permitted under such policy. All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project.

14.2. The acceptance by the County of any Certificate of Insurance for this Project evidencing the insurance coverages and limits required in this Contract does not constitute approval or agreement by the County that the insurance requirements have been met or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of this Contract.

14.3. Before starting and until acceptance of the work by County, Contractor shall maintain insurance of the types and to the limits specified in paragraph 14.7 entitled "Required Insurance." Contractor shall require each of its subcontractors and subcontractors to procure and maintain, until the completion of that subcontractor's or subcontractor's work, insurance of the types and to the limits specified in paragraph 14.7, unless such insurance requirement for the subcontractor or subcontractor is expressly waived in writing by the County. Said waiver shall not be unreasonably withheld upon Contractor representing in writing to County that Contractor's existing coverage includes and covers the subcontractors and subcontractors for which a waiver is sought, and that such coverage is in conformance with the types and limits of insurance specified in paragraph 14.7. All liability insurance policies, other than the Cyber Liability, Worker's, Compensation and Employers' Liability policies, obtained by Contractor to meet the requirements of this Contract shall name County as an additional insured as to the operations of the Contractor under this Contract and the Contract Documents and shall contain severability of interests provisions.

14.4. If any insurance provided pursuant to this Contract expires prior to the completion of the work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies shall be furnished by Contractor sixty (60) days prior to the date of expiration. Should at any time the Contractor not maintain the insurance coverages required in this Contract, the County may cancel this Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Contract.

14.5. Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the County's Representative prior to the commencement of the work. The Contractor shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the County's Representative, nor shall the Contractor allow any subcontractor to commence work on its sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

14.6. Policies shall be issued by companies authorized to do business under the laws of the State of Florida and shall have adequate Policyholders and Financial ratings in the latest ratings of A.M. Best, Rating of VI or better.

14.7. Required Insurance

- a. Workers' Compensation insurance as required by the State of Florida.
- b. Employers Liability Insurance with limits of \$100,000 per Accident, \$500,000 Disease, policy limits, \$100,000 Disease each employee.
- c. Cyber Liability Insurance with limits of \$1,000,000 per claim.
- d. Comprehensive business automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, hired or non-owned vehicles, with minimum limits of \$100,000 Combined Single Limit, and if split limits are provided, the minimum acceptable limits shall be \$50,000 per person, \$100,000 per occurrence, \$25,000 property damage.
- e. Commercial general liability covering claims for injuries to members of the public or damage to property of others arising out of any covered act or omission of Contractor or any of its employees, agents or subcontractors or sub contractors, including Premises and/or Operations, Independent Contractors; Broad Form Property Damage and a Contractual Liability Endorsement with \$300,000 Combined Single Limit, and if split limits are provided, the minimum acceptable limits shall be \$100,000 per person, \$300,000 per occurrence, \$50,000 property damage.
- f. County, State of Florida and Federal Government shall be named as an additional insured with respect to

Contractor's liabilities hereunder in insurance coverage's identified in Paragraphs c. and d.

g. Contractor shall require its subcontractors to be adequately insured at least to the limits prescribed above, and to any increased limits of Contractor if so required by County during the term of this Contract. County will not pay for increased limits of insurance for subcontractors.

The County reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

ARTICLE FIFTEEN INDEMNIFICATION

15.1. The Contractor shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the Contract.

15.2. Contractor acknowledges that the general conditions of any construction contract shall include language, satisfactory to the County's attorney, in which the contractor agrees to hold harmless and to defend County, Contractor, their agents and employees, from all suits and actions, including attorney's fees, and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of the construction contract or work performed thereunder. County acknowledges that Contractor shall be expressly named as an indemnified party, and shall be held harmless, in the general conditions of any construction contract, and shall be named as an additional insured in any contractor's insurance policies.

15.3 The first ten dollars (\$10.00) of remuneration paid to Contractor under this Contract shall be in consideration for the indemnification provided for in this section.

ARTICLE SIXTEEN SUCCESSORS AND ASSIGNS

16.1. The County and the Contractor each binds itself and its successors, executors, administrators and assigns to the other party of this Contract and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

ARTICLE SEVENTEEN REMEDIES

17.1. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract shall be held in Okaloosa County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE EIGHTEEN CONFLICT OF INTEREST

18.1. The Contractor represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The Contractor further represents that no person having any interest shall be employed for said performance.

18.2. The Contractor shall promptly notify the County Representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence

the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an informed determination from the County Representative as to whether the association, interest or circumstance would be viewed by the County Representative as constituting a conflict of interest if entered into by the Contractor. The County Representative agrees to notify the Contractor of its opinion by certified mail within thirty (30) days of receipt of notice by the Contractor. Such determination may be appealed to the Board of County Commissioners by the Contractor within thirty (30) days of the County Representative's notice to the Contractor. If, in the opinion of the County Representative or County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the County Representative or County shall so state in the notice and the Contractor shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Contractor under the terms of this Contract.

ARTICLE NINETEEN DEBT

19.1. The 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 Contract.

ARTICLE TWENTY NONDISCRIMINATION

20.1. The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

20.2 Additionally, (As per Executive Order 11246) Contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

ARTICLE TWENTY-ONE ENFORCEMENT COSTS

21.1. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE TWENTY-TWO NOTICE

22.1. All notices required in this Contract shall be sent by certified mail, return receipt requested to the Contractor's Representative and the County Representative at the addresses shown in Articles One and Three hereof.

ARTICLE TWENTY-THREE MODIFICATION OF SCOPE OF WORK

23.1. It is the intent of this Contract that County shall from time to time issue Notice to Proceeds for Contractor to perform work. Notice to Proceeds shall be duly approved by the County prior to issuance. Contractor shall expediently perform such work within the schedule indicated in the work order in accordance with Article Four above. Contractor shall timely cooperate with County Representative in negotiating the cost and schedule of said work orders prior to submission to the County for approval. The County reserves the right to make changes in the Scope of Work, including alterations, reductions therein or

additions thereto. Upon receipt by the Contractor of the County's notification of a contemplated change, the Contractor shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the County of any estimated change in the completion date, and (3) advise the County if the contemplated change shall effect the Contractor's ability to meet the completion dates or schedules of this Contract.

23.2. If the County so instructs in writing, the Contractor shall suspend work on that portion of the Scope of Work or work order affected by a contemplated change, pending the County's decision to proceed with the change. Contractor shall be entitled to invoice County for that portion of the work completed prior to receipt of the written notice.

23.3. If the County elects to make the change, the County shall initiate a Contract Amendment and the Contractor shall not commence work on any such change until such written amendment is signed by the Contractor and the County.

ARTICLE TWENTY-FOUR MODIFICATION

24.1. The County and the Contractor agree that this Contract together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article Twenty Three - Modification of Scope of Work. In the event of any conflict or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

ARTICLE TWENTY FIVE MISCELLANEOUS

25.1. Contractor, in representing County, shall promote the best interest of County and each party agrees to assume toward the other party a duty of good faith and fair dealing.

25.2. No modification, waiver, suspension or termination of the Contract or of any terms thereof shall impair the rights or liabilities of either party.

25.3. This Contract is not assignable, in whole or in part, by Contractor without the prior written consent of County.

25.4. Waiver by either party of a breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

25.5. The headings of the Articles, Schedules, Parts and Attachments as contained in this Contract are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Schedules, Parts and Attachments.

25.6. This Contract, including the referenced Schedules and Attachments hereto, constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Contract.

25.7 Contractor, acknowledges that it shall comply with all applicable Federal law, regulations, executive orders, State laws and regulations and local laws, ordinances and regulations as it pertains to services being rendered under this contract.

25.8 Contractor acknowledges that some federal funds may be utilized in the course of services being performed under this agreement, as such, contractor agrees that it shall adhere to all necessary federal regulations, including those as set forth in Exhibit _____. Further, the Contractor acknowledges that the Federal government is not a party to this agreement and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from this Contract.

**ARTICLE TWENTY SIX
MINORITY/WOMEN'S BUSINESS ENTERPRISES**

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

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

**ARTICLE TWENTY SEVEN
PROCUREMENT OF RECOVERED MATERIALS**

27.1 Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**ARTICLE TWENTY EIGHT
ENVIRONMENTAL AND ENERGY POLICIES**

28.1 The Contractor shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

28.2 Clean Air Act.

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance under this Contract.

28.3 Federal Water Pollution Control Act.

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance under this Contract.

**ARTICLE TWENTY NINE
FEDERAL SUSPENSION AND DEBARMENT**

29.1 This Agreement may be covered in part as transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- a. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- b. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- c. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**ARTICLE THIRTY
LOBBYING**

30.1 Byrd Anti-Lobbying Amendment. Contractor who apply or submittal for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**ARTICLE THIRTY ONE
THIRD PARTY BENEFICIARIES**

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

**ARTICLE THIRTY TWO
SEVERABILITY**

32.1. If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE THIRTY THREE

REPRESENTATION OF AUTHORITY TO CONTRACT/SIGNATORY

33.1 The individual signing this Contract on behalf of _____ represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract. The signatory represents and warrants to the County that the execution and delivery of this Contract and the performance of _____ 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.

ARTICLE THIRTY FOUR FEDERAL REGULATIONS

34.1 The contractor agrees to comply with all federal, state and local laws, rules and regulations, including but not limited to, those set forth in Exhibit "C", which is expressly incorporated herein as a part of this agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals the day and year first above written.

CONTRACTOR

Authorized Representative

(printed)

BOARD OF COUNTY COMMISSIONERS OF OKALOOSA COUNTY, FLORIDA

Charles K. Windes, Jr. Chairman

J.D. Peacock, II, Clerk

**SCHEDULE A
BASIS OF COMPENSATION**

1. As consideration for providing Services set forth herein Article Two of the Contract for Professional Services, the County agrees to pay, and Contractor agrees to accept, fees as indicated below:

[SHOULD BE SPECIFIC TO EACH PARTICULAR TYPE OF SERVICE BEING PROVIDED BY CONTRACTOR – MAY BE LUMP SUM PAYABLE IN PARTS BASED ON PROVIDING DELIVERABLES TO COUNTY OR MAY BE PAID MONTHLY. SOME SERVICES MAY BE PAID BASED ON AN HOURLY WAGE. HOURLY RATES FOR HOURLY WORK SHOULD ALSO BE STATED HERE.]

2. Reimbursable costs shall mean the actual expenditures made by the Contractor while providing Services, in the interest of the Project, and may include the following items:

- a. Expenses for preparation, reproduction, photographic production techniques, postage and handling of drawings, specifications, bidding documents and similar Project-related items.
- b. When authorized in advance by County, except as specifically otherwise provided herein, the expense of overtime work requiring higher than regular rates.
- c. Expenses for renderings, models and mock-ups requested by County.

3. Unless approved by the County in advance, reimbursable costs shall not include the following:

- a. Transportation and subsistence, including transportation and subsistence expenses incidental to out-of-town travel required by Contractor and directed by County, other than visits to the Project Site or County's office.
- b. Contractor overhead including field office facilities.
- c. Overtime not authorized by County.
- d. Expenses for copies, reproductions, postage, handling, express delivery, and long distance communications not required for a Project.

4. Payments will be made for services rendered on no more than on a monthly basis, within thirty (30) days of submittal of an approvable invoice. The number of the Notice to Proceed pursuant to which the services have been provided shall appear on all invoices. All invoices shall be reasonably substantiated, identify the services rendered and must be submitted in triplicate in a form and manner required by County.

Exhibit "B"

Standard Contract Clauses

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 contractors) 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 submittal, 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* has full responsibility to monitor compliance to the referenced statute or regulation. The *contractor* 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 of 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 contractor, 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.

RFQ # IT 73-19

INFORMATION TECHNOLOGY SERVICES FOR OKALOOSA COUNTY

Date: September 18, 2019

Time: 3:00 p.m. CDT

Statement of Qualifications

Contracting Office:

OKALOOSA COUNTY PURCHASING DEPARTMENT

RE: Information Technology Services for Okaloosa County

5479A Old Bethel Road

Crestview, FL 32536

Submitted by:

TELAFORCE, LLC

Charles Eller, VP of Contracts

70 Ready Ave NW #6, Fort Walton Beach, FL 32548

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1. Letter of Interest, Okaloosa County RFQ #: IT 73-19

September 18, 2019

TelaForce, LLC, headquartered locally at 70 Ready Ave. NW, Fort Walton Beach, Florida 32548, is pleased to present the following technical solutions, vendor qualifications, experience, Service Level Agreements (SLA's), and references that directly and uniquely meet the Okaloosa County needs for Information Technology Services.

Abilities and Performance History

The TelaForce team that will support Okaloosa County is the same team that has provided *Okaloosa County* with network and web administration services since 2014 and the Okaloosa County School District with Information Technology (IT) services since 1999. The current 5-year Seat Management contract which has recently been extended for an additional 5 years is a testament to this local team's expertise and high customer satisfaction performance. The technical solutions and abilities of this group have resulted in consistent customer satisfaction ratings in excess of 97%. They have technical abilities, qualifications, and experience in networking, networking equipment, fiber connections, design, Voice over Internet Protocol (VoIP), routing, switching, administration, analysis, installation, cyber security, storage, virtual environments, email administration, and web design and administration. In addition, this team has extensive experience well beyond the County's RFQ requirements that include the entire IT life cycle.

Qualifications

TelaForce's highly qualified local team, validated by ISO 20000 re-certification status in 2018, includes experience in network management, asset management, service desk support, website management, remote desktop support, server and software support, and data backup and restoration services. Software and hardware testing and analysis prior to release into the customer's environment is standard practice. This ensures the absolute best solutions are fully tested before release to protect and maintain current services and maximize solution performance. Local TelaForce personnel have multiple certifications, including IT Forensics, Microsoft, and Dell and at their disposal is a large pool of extensive IT expertise within the TelaForce's family who support federal, state, local, and commercial customers worldwide.

Experience

In this package, we provide resumes of many of TelaForce's locally based personnel that demonstrate the depth and breadth of their capabilities—capabilities that are relevant to the scope of services the County is looking to acquire. Should additional resources ever be required, the local TelaForce office has access to TelaForce's support staff throughout our State and the County Division.

Summary

TelaForce has the corporate stability and breadth of resources necessary to be an effective, dependable, long-term partner. We are committed to working hand in hand with the County to cost effectively provide innovative solutions and exceptional performance to meet the County's requirements. We have done this consistently for the Okaloosa County School District for 20 years and for the *Okaloosa County* Board of County Commissioners for the last 5 years. We look forward to continuing that same high standard of support to Okaloosa County.

TelaForce is pleased to have the opportunity to serve Okaloosa County Board of County Commissioners and looks forward to providing the Information Technology Services for Okaloosa County.

Should you have any questions about our submission, please contact Mr. Charles Eller, VP of Contracts at Charles.Eller@TelaForce.com or telephone (850) 897-8103.

Sincerely,



Charles Eller

VP of Contracts

TelaForce, LLC

70 Ready Ave NW #6, Fort Walton Beach, FL 32548

State of Formation: DE

2. TECHNICAL SOLUTIONS AND ABILITY

IT SERVICES

Networking

TelaForce manages the OCSD network with 41 sites, 41 routers, 890 switches, and 3 wireless controllers with 1,900 access points, 3,400+ teachers and administrative personnel, and more than 30,000 enrolled students. In support of existing or seat managed LAN electronics, TelaForce ensures each OCSD network device is configured to report its health status to TelaForce's management server via the Simple Network Management Protocol (SNMP). Performance thresholds are enabled on the devices, and when those limits are exceeded, the management server alerts TelaForce's technicians. TelaForce staff continues to expand the Fortinet policy-based security solution, providing greater security control of the local network at each site, as well as increased bandwidth management.

TelaForce employees have extensive experience in network operations as proven by our success on the OCSD contract, where we successfully manage, operate, and maintain customer owned and seat managed LAN electronics. Our NOC engineers ensure each network device is configured to report its health status to a network management server. Performance thresholds are enabled on the devices, and when those limits are exceeded, the management server alerts NOC engineers. Due to the positive relationships TelaForce has forged with Century Link, Cox Communications, Southern Light and Extreme Networks during our service to OCSD Seat Management Contract, our network engineers are able to promptly take the necessary steps to resolve identified incidents or call the necessary providers directly when an outage occurs. Through these efforts, we have developed projections to ensure proper network resources are made available and necessary security controls are in place before they are needed thus providing a greater security posture of the local network at each site, as well as meeting contractual SLAs and ISO 20000 Availability and Capacity Management requirements.

TelaForce has proven experience designing VoIP (Unified Messaging Systems), recommending appropriate equipment, and performing comparative equipment testing for designs, installations, and administration. Our experienced staff provide Unified Messaging Integration with Exchange, Embedded softphone (to reduce overall cost), and support of Session Initiated Protocol (SIP) and Primary Rate Interface (PRI) trunking. Our fully implementable VOIP Support Services are listed in Exhibit 2-1.

Exhibit 2-1: TelaForce's VOIP Support Services Capabilities

TelaForce's VOIP Support Service Capabilities	Fully Implementable
Installation of VoIP Infrastructures	✓
Configuration of VoIP Infrastructures	✓
Maintenance of VoIP Infrastructures	✓

TelaForce has been providing **support, installation,** and maintenance services for OCSD Phones and Voice Mail for over 15 years. Initially OCSD had Nortel Modular ICS Key systems, which we started migrating to the Nortel BCM VoIP platform. In 2006, we installed a Cisco AVVID IP multicast system for the school board complex and installed Nortel CS100 VoIP systems in four high schools. In 2019, OCSD switched to the Avaya Aura Unified Communications system district-wide. Today we support 3,700 VoIP phones and voice mail. Our Avaya Unified Communications System features:

- District-wide locations with independent systems connected via WAN connections to the PBX
- We provide installation, maintenance, and support for 8 Avaya Voice Gateways, 561 VoIP phones, and Voice Mail.
- Nortel CS100 PBX

TelaForce follows an ISO-certified Capacity Management Plan to proactively monitor and plan for OCSD's current and future network and computing needs. We ensure continued resource capacity with application deployment through established ISO practices. The Capacity Manager is involved in all changes and releases to ensure there is no negative impact to OCSD capacity.

For Disaster Recovery, TelaForce adheres to an ISO-certified, Business Continuity and Management Plan specifically developed to protect OCSD's IT resources. Business Continuity is the responsibility of multiple entities within the TelaForce team (Program Manager, Service Continuity Manager, Network Operations Manager, Release Manager, and Incident Manager). Risks are assessed and mitigated on a monthly basis through the Risk Register. The Continuity of Operations Plan (COOP) is developed and maintained in cooperation with the OCSD Vendor Relationship Manager (VRM).

Cyber Security

TelaForce has extensive experience in Enterprise **Cyber Security** management and has implemented and managed Enterprise level Anti-Malware solutions, Content Filters, Application level Firewall solutions with identity based policy management, Network SSL Inspection solutions, Enterprise AAA solutions such as Radius based 802.1x for wired and wireless connections, Active Directory Identity Management, Group Policy, Microsoft Systems Center Configuration Manager (SCCM), Network Management Systems, Endpoint event monitoring systems, and Intrusion Prevention/Detection Systems (IPS/IDS). These solutions have greatly increased the confidentiality, integrity, and protection of our customers' data while ensuring that critical services are available to the right people at the right time. Our Enterprise **Cyber Security** Management capabilities are listed below:

Exhibit 2-2: TelaForce's Enterprise Cyber Security Management Capabilities

TelaForce's Enterprise Cyber Security Management Capabilities	Fully Implementable
Enterprise-wide Virus Protection	✓
Enterprise-wide Security Solutions	✓

Intrusion Detection	✓
Vulnerability Scans	✓
Security Device Management	✓
Security policy support	✓
Wireless Security	✓
Security Audits	✓

TelaForce provides physical security for the OCSD using both surveillance and perimeter security systems. We have been supporting the CCTV Security Surveillance cameras and DVRs for OCSD for ten years. This BOSCH Video surveillance equipment is installed to monitor both inside and along the perimeters of the District's schools and administrative buildings. This surveillance system is connected to the Okaloosa County Sheriff's Department's to improve student safety. Technical support includes Moves, Adds and Changes (MACs) for the system's 88 DVRs and over 1400 cameras at 40 sites, ranging from 16 to 130 cameras per site. TelaForce also maintains the systems, trains new personnel on administering the DVRs, and help administrative staff review video on the DVRs after an incident occurs.

TelaForce researched, purchased, installed, and trained OCSD staff on a Perimeter Security System for OCSD's South Transportation yard, where OCSD buses and maintenance vehicles are parked and stored. The system uses microwave beams to create a barrier around the perimeter of the property. Disrupting the beams sets off a silent alarm that an alarm company monitors 24/7. The alarm company first calls the site to determine if the alarm is false or real and contacts the local authorities if the alarm is real.

TelaForce recommends providing a security assessment for Okaloosa County to include the physical and IT environments.

Enterprise Services to include Electronic Mail

TelaForce administers over 100 Windows servers in the OCSD domain. TelaForce uses SCCM to maintain current versions of server operating systems software, including security patches and updates. Servers are also managed remotely via Dell's iDrac cards. ADFS is configured for Single Sign-on (SSO) with the Florida Department of Education systems.

TelaForce currently provides OCSD with email connectivity using Microsoft Exchange. We manage 33,400 user mailboxes as well as features such as calendar and inbox sharing, public folders, and Outlook Web Access (OWA). TelaForce also helps set up email on mobile devices such as smartphones and tablets.

TelaForce filters email traffic for spam email and email viruses using two Barracuda email filtering devices—one to monitor incoming traffic and the other for outgoing traffic.

We are in the process of migrating to the Microsoft Office 365 Cloud-based Email Solution. We have registered an OCSD domain with Microsoft and are migrating all teacher and staff on-premise mailboxes to Exchange Online. This mailbox migration will be completed by the end of 2019. Spam filtering and the mail archive solution will be moved to the cloud as well.

Web Management

Web Server Services – TelaForce provides services to host and maintain all District web pages. We consult with each OCSD school webmaster to ensure that all necessary web server software is functional. TelaForce monitors and tests new and emerging web technologies and provides recommendations to OCSD based on our findings.

Website Administration – TelaForce's experienced Web Services Team provides innovative, flexible, and affordable web and social media services (e.g., OCSD Facebook and Twitter). TelaForce provided the Content Management System (CMS) and template design services to the District. Our web team also provides OCSD with design and maintenance of district, school, and teacher websites. TelaForce also creates web content and provides editing, graphics design, and website training. We also partnered with OCSD to implement a District-wide news ticker that provides important and breaking news to the public.

For the *Okaloosa Board of County Commissioners*, the TelaForce team coordinates with the IT department to perform system updates for Drupal, the .Net Framework, and Microsoft security patches. This process includes system backups, testing, and performing the updates. The team also removed any unnecessary modules such as Java and Flash to minimize security holes.

Virtual Environments – TelaForce implemented and tested VMware and Microsoft Hyper-V environments for different areas within OCSD. Though the implementations were successful, the customer chose to forgo the virtual option and move to the cloud instead. The TelaForce team also supported a 5000+ user virtual environment as part of L-3 Communications.

IMPLEMENTATION

TelaForce uses the formal ISO-certified Change and Release Management processes for all implementations and to manage all aspects of the infrastructure and the contract, as well as relationships with all internal and external support organizations. In the OCSD environment, TelaForce accomplishes Change Management by ensuring and using standardized repeatable processes, including: initiation and recording, impact assessment of the current environment, review and authorization, planning and scheduling, Release Management, and completion and closure. An internal Process Owner Meeting (POM) is conducted weekly to discuss and evaluate all proposed changes. This ensures that requirements are clear, impact is known, cost and schedule estimates are developed, and overall implementation strategy is socialized and coordinated with all team members. We communicate the results of the POM with the customer as required for approvals and resources.

TelaForce currently manages all changes to the LAN in accordance with strict ISO-certified Change Management processes and procedures. Steps include initial planning, formal review by key personnel, implementation plans and tasks, formal release, and documentation of post-change success. Our formal change management process is applied to all assets in the OCSD environment. The processes are Initiation and Recording of all changes, Impact Assessment of the current environment, Review and Authorization, Planning and Scheduling, Release Management, and Completion and Closure.

Further, the change management procedure specifies that all LAN configuration changes are properly documented in "as-built" drawings and diagrams. MACs are integrated solutions within our enterprise support model. Applying these tested and repeatable processes, TelaForce works with all elements of the organization to plan and perform installations based on approved designs. All LAN modifications are planned and released to minimize service interruption to the customer environment.

PROBLEM SOLVING

TelaForce uses the ISO 20000 certified Incident and Problem Management process to proactively eliminate system bugs and vulnerabilities, diagnose service errors and limit problem impact. Solutions are subsequently monitored and reviewed for effectiveness.

SUPPORT APPROACH

The TelaForce approach to delivering end user support is customer-focused in that we strive to provide the best possible service to end-users and service desk leadership; disciplined in that we record every contact, incident, service request, problem, known error and workaround; and data-driven in that we collect and analyze performance data continually and rigorously to identify and implement improvement opportunities. These characteristics are described below:

Customer Focused — IT Service Management (ITSM) has been called a 'people process supported by technology.' TelaForce not only believes this, but further believes that responding to service calls is an important IT touchpoint—one that offers a service interaction opportunity and provides a face to the organization. High-performing service desk operations, both staff and managers, embody a service-oriented mindset. TelaForce, in turn, mirrors this perspective in our support to clients.

ITIL-Aligned — Aligning our approach with ITIL v3, ISO 20000, CMMI, and Help Desk Institute (HDI) standards, and traditional business process improvement methodologies; Project Management Institute (PMI) Project Management Book of Knowledge (PMBOK); and sound engineering principles instills a disciplined and proven set of activities that we bring to client settings. Foundational elements of the TelaForce approach include providing a single point of contact, utilizing a service catalog, measuring performance, conducting customer satisfaction surveys and incorporating continual service improvement plans.

Data-Driven Perspective — TelaForce begin our efforts by establishing baseline performance across the following key areas: operational capabilities, operational performance, and team member skills. After launch, we collect and leverage operational performance data to manage service commitments to users and consulting with the customer to make improvements.

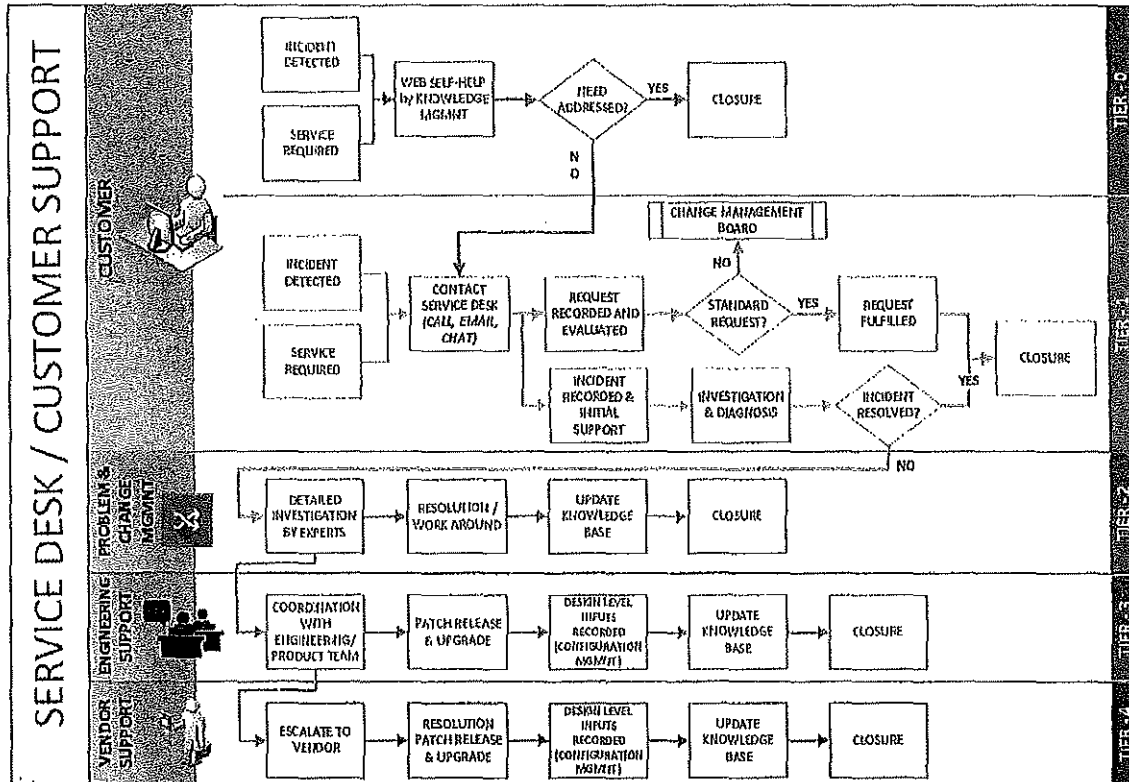


Exhibit 2-3: The TelaForce Approach to End-User Support/Managed Services

The TelaForce Approach is Customer-Focused, ITIL-aligned, and Data-Driven to Enhance Customer Satisfaction and Decrease IT Costs.

ABILITY TO MEET ALL TECHNICAL/SERVICE REQUIREMENTS

TelaForce has the capability to meet all of the County's technical and services requirements whether they are network, server, email, or web related.

3. TELAFORCE VENDOR QUALIFICATIONS

TelaForce, LLC (TelaForce) is a small business with its principal office in Fort Walton Beach, Florida and offices in; Honolulu, Hawaii; Reston, Virginia; Derwood, Maryland; Galveston, Texas; and Oklahoma City, Oklahoma. TelaForce is 100% owned by its parent company SODAK Systems, LLC. Our leadership and staff bring more than 30 years of experience performing services similar to those required for this RFQ. TelaForce was formed as a divestiture from CACI Federal (CACI), a Fortune 500 IT solution provider. Our Chief Executive Officer (CEO), Mr. Les Rose, Chief Operations Officer (COO), Mr. David Ramirez, and Chief Financial Officer (CFO), Ms. Judy Giles are former CACI and L-3 National Security Solutions (NSS) Executives who have overseen several of our referenced contracts since 1999, to include our Montgomery County (MontCo), Maryland and Okaloosa County, Florida School District (OCSD) engagements to include *Okaloosa County*.

TelaForce has successfully integrated "big" business breadth with small business depth enabling unmatched support for our customers. We focus on delivery of innovative information solutions and services customized to meet the ever-changing technology needs of the state, local, federal, and public-sector organizations. We are an industry leader in providing a broad range of solutions for its customers, from Enterprise IT, to Cyber Security and Cloud Services to Case Management and Mobile Device Management.

To ensure consistency, our service offerings conform to ISO 20000:2011 for Quality Management Systems (QMS) requirements. TelaForce applies these best practices in the following areas:

- Systems engineering and integration, including requirements development and test planning
- Systems development
- Risk management
- System assurance, verification, and validation
- All aspects of network design, provisioning, and management including:
 - Fiber connections
 - VoIP
 - Routing and switching
 - Wireless
- Installation services (Network and Server)
- Storage systems

TelaForce has ISO 20000, and ISO 9001:2011 certifications

ISO Registrations

- Enterprise ISO 20000:2011 for IT Service Management (ITSM)
- Enterprise ISO 9001:2015 for Quality Management

Additional Certifications

- Help Desk Institute (HDI) Certified
- ServiceNow ITSM Services Partner
- CMMI Level 3 for Independent Verification and Validation (IV&V) and Systems and Software Engineering by the end of 2019.

- Cloud solutions
- Email Management – Microsoft Exchange
- Website Administration – Drupal
- Service/Help Desk
- Full life cycle services for traditional IT systems and mobile devices.

TELAFORCE CERTIFICATIONS

Local TelaForce personnel possess a wide variety of certifications that establish and validate a high level of quality across the team and our company. As demonstrated by the certifications listed in **Exhibit 3-1**, the TelaForce personnel in our Fort Walton Beach office have the skills and expertise needed to support Okaloosa County's current and future technology initiatives. In addition to the listed certifications, the local team has full reach-back capability to a wide variety of personnel worldwide with relevant experience and certifications.

Exhibit 3-1: TelaForce Fort Walton Team Certifications

Certifications			
CompTIA Security+	CompTIA A+	CompTIA Network+	Extreme Network Management Software
Extreme Routers/Switches/Wireless	Amazon Web Services (AWS)	HDI Support Center Analyst	ITIL Foundation V3
Microsoft Certified Desktop Support Technician (MCDST)	Microsoft Certified IT Professional (MCITP)	Microsoft Certified Technology Specialist (MCTS)	Microsoft Certified Systems Administrator (MCSA)
Microsoft Certified Systems Engineer (MCSE)	HDI Support Center Director	HDI Support Center Manager	HDI Support Center Team Lead
Project Management Professional (PMP)	Avaya Unified Communications System Design	Avaya Unified Communications System Implementation	Avaya Unified Communications System Mgmt
Dell Desktop and Laptop Field Replacement Unit	Dell Online Self Dispatch: Desktop, Notebook, Server	Scrum Master	MCITP Enterprise Messaging Admin

4. TELAFORCE EXPERIENCE

We selected three of TelaForce's relevant state and local government contracts that clearly represent our experience and expertise with respect to the specific types of technology projects referenced in the Okaloosa County RFQ. The quality of our services and the effective partnerships we have developed with our customers is consistently demonstrated by our high customer satisfaction. TelaForce prides itself on consistently meeting or exceeding performance standards; providing proactive, innovative solutions; and effectively forecasting and controlling project costs.

TELAFORCE's proven experience - a roadmap for success-

Our areas of expertise show that TelaForce:

- Has the expertise and experience to provide seamless services that meet the requirements of Okaloosa County
- Can leverage our extensive, successful experience providing network support, security services, and innovation to our customers
- Has a formal process to convey and use best practices and lessons learned from our support engagements at all levels—local to international.

RELEVANT EXPERIENCE

Our Past Performance References highlight our support capabilities to provide the technology expertise Okaloosa County is seeking in a support partner:

- Okaloosa County Board of County Commissioners (Okaloosa BOCC)
- Okaloosa County School District (OCSD)
- Montgomery County, Maryland

Exhibit 4-1: Relevant Experience

	Okaloosa BOCC	OCSD	Montgomery County
Networking	✓	✓	✓
Networking Equipment		✓	✓
Fiber Connections		✓	
Design		✓	
VoIP		✓	
Routing	✓	✓	
Switching		✓	
Administration		✓	
Analysis		✓	
Installation		✓	
Cyber Security	✓	✓	
Storage		✓	✓

Virtual Environments		✓	✓
Website Design	✓	✓	✓
Website Administration	✓	✓	✓
Email Administration		✓	

Specific support details about each program can be found in **Section 7**.

TELAFORCE PROJECT MANAGEMENT APPROACH

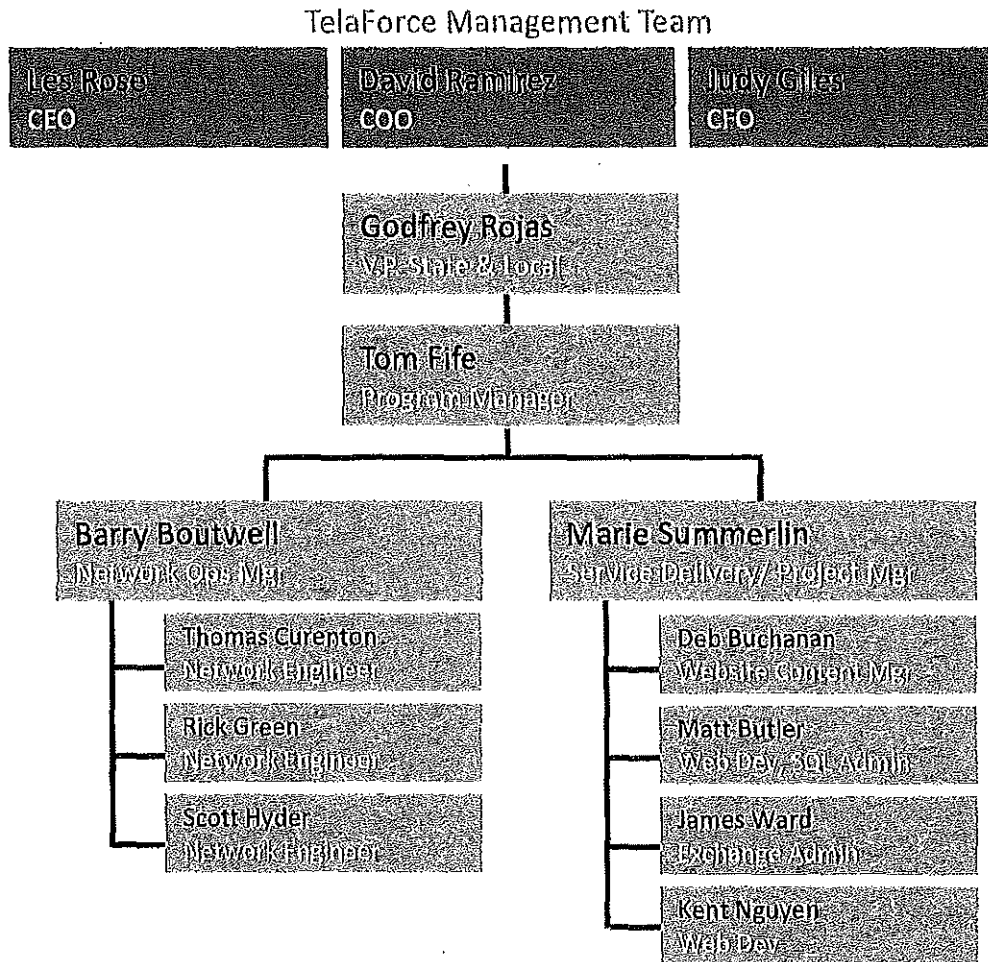
TelaForce has developed a comprehensive project management approach that is based on customer understanding and proven IT processes. Our approach for implementing IT services integrates Project Management Body of Knowledge (PMBOK) best practice standards, IT Infrastructure Library (ITIL), and an ISO 20000-based IT Service Management (ITSM) foundation. Our project management approach encompasses planning, organizing, and controlling resources to achieve specific goals. TelaForce understands that the primary challenges of managing any project are achieving all of the project goals and objectives while staying within scope, delivering on time, providing a quality product, and staying under budget. TelaForce understands the importance of providing a structured process for managing future projects to ensure they complete on time, under budget, and with minimal impact to the end users.

TelaForce's method of developing, defining, and implementing innovative approaches for customer service begins by seamlessly aligning our people, processes, and technologies with Okaloosa County's organization to deliver an unparalleled service experience for all Okaloosa County staff. This will allow Okaloosa County's focus to remain on the primary mission: to be responsive to citizens by providing an appropriate level of accessible services on a cost-effective basis.

Under the direction of our Program Manager (PM), Tom Fife, our highly skilled and dedicated staff ensures we will quickly, effectively, and efficiently satisfy all aspects of Okaloosa County's requirements. Our processes and technologies are based on industry best practices from PMBOK and ITIL. As a result, our processes and technologies provide proven, consistent, and repeatable practices that produce high-quality deliverables and services. These practices also enable us to identify areas for Continual Service Improvement (CSI) and develop more effective processes and long-term cost efficiencies.

Project Organizational Chart – All of our proposed local TelaForce personnel, depicted in our project organizational chart (Exhibit 4-2), currently support the OCSD Seat Management program and have ties and commitments to OCSD and the Okaloosa County community.

Exhibit 4-2: Project Organizational Chart



Tom Fife, Program Manager

Education, Training, and Certifications:

- Central Washington University, 1973
- ITIL Foundations Certification V3
- PMP Certified 2011

Experience Summary:

Mr. Fife has more than 30 years of experience as an educator, administrator, and leader with extensive experience managing large, complex organizations of more than 2,000 employees in government, academic, and private-sector organizations. For nearly 5 years, he has provided program management support for the Okaloosa County School District (OCSD) Seat Management contract in which he has successfully supported a client environment of more than 33,400 users and 17,000 laptops, desktops, Chromebooks, and servers. With an outstanding record of meeting or exceeding all customer requirements, his hands-on, proven experience validating technology while transforming the customer workspace has saved the customer hundreds of thousands of dollars. His leadership skills and in-depth experience supporting and managing critical IT networks and systems make him exceptionally qualified for this position.

Professional Experience:

TelaForce – Program Manager

2005 – Present, Okaloosa County School District Seat Management

Mr. Fife serves as the TelaForce PM on the OCSD Seat Management contract where he leads and manages a highly-skilled, diverse, 24-member workforce of IT professionals who deliver the full range of technology support for the OCSD, including Help Desk, remote desktop, on site repair/replacement, network operations, asset management, and systems administration support across 40 separate locations for more than 33,400 users. In support of daily operations, he represents the contractor team at meetings and provides regular status updates to district leadership. To foster best management practices and continuous improvement, Mr. Fife developed a comprehensive employee engagement plan that includes training and performance incentives such as "spot awards" in recognition of significant, event-driven contributions as well as "above and beyond awards" to recognize employee performance that is consistently above job requirements, documented by customer feedback, and tied-in to contributions to Service Level Agreement (SLA) performance. To ensure functionality, overall disaster recovery planning efforts have led to significant improvements in daily operations and allowed for the continuation of consolidated enterprise support services for the OCSD during and following a disaster or unexpected situation. Additionally, in full compliance with all contract requirements, his team consistently meets or exceeds all SLAs.

Barry Boutwell, Network Operations Manager

Education, Training, and Certifications:

- ITIL V2 Foundation Training, Okaloosa-Walton Community College, 2008
- Hubbell Certification, ProLam Solutions, 2009
- ISO 20000 Certified, #7039064-47494, 05/2007
- Building Industries Consulting Service International (BICSI) Technician Certification, BICSI, 1999
- Panduit Certification, Panduit
- 3M Fiber Solutions Certification, Graybar

Experience Summary:

Mr. Boutwell has more than 25 years of IT and project management experience working for a variety of commercial customers, including 18 years of direct, hands-on experience providing support to the Okaloosa County School District (OCSD) Seat Management team. With a client environment of more than 33,400 users approximately 17,000 laptops, desktops, Chromebooks, and servers. He provides successful technology retrofits throughout the District while designing and implementing all new computer, phone, and network cabling for over 50 OCSD construction project as the Technology Project Manager. Through his proven experience providing quick and efficient wireless technology retrofits and security system installations, he is able to help ensure continuous enterprise support. By actively communicating with OCSD and contract personnel, he consistently exceeds all customer requirements, saving the customer time and money. His demonstrated knowledge and experience in all facets of IT project management make him uniquely qualified to anticipate the customer's needs and helps him proactively provide solutions in a timely manner.

Professional Experience:

TelaForce – Project Manager

06/2001 – Present, Okaloosa County School District

Mr. Boutwell serves as the Network Engineering Manager, where he actively manages four highly skilled IT professionals in technology retrofits throughout the OCSD in IT power, data, phone, and audiovisual (A/V) upgrades, while stabilizing power, modernizing data cabling, and updating IP telephony and video equipment. He evaluates requests for networking and cabling system infrastructure changes, then designs and plans the network communication systems while providing specifications and detailed schematics for network architecture. He also provides detailed information for hardware and software selection, and implementation tools and techniques for the most efficient solution including present and future capacity requirements of the customer. Mr. Boutwell reviews network designs, performs quality control checks, troubleshoots network data circuits, analyzes network performance, and suggests methods for improving reliability, security, efficiency, and maintenance. Mr. Boutwell negotiates prices with subcontractor on a variety of wireless devices including phone equipment and cabling systems; issues change orders; and holds weekly project coordination meetings to help foster communication

across the team and ascertain status on current projects in support of daily operations. Additionally, Mr. Boutwell assists with pre-construction scope assessments, preliminary cost estimating, project scheduling and design, and contract preparations for all construction projects. Under his leadership, his team met 100% of all timeline and budget constraints. To ensure proper functionality, he also managed the installation of telephone key systems for all schools within OCSD. In support of the TelaForce Program Manager, he has also evaluated and reported on new communication technologies to enhance network capabilities.

Concurrently, Mr. Boutwell serves as the Project Manager on the Jacobs/Titan Total Program Management (TPM) contract where he has managed TPM subcontractors on more than 50 OCSD construction projects. He accurately designed the computer cabling, intercom, and bell system layouts for all new additions as well as separate security surveillance systems, resulting in significant improvements in daily operations that allowed for the continuation of consolidated enterprise support services for the OCSD.

Marie Summerlin, Service Delivery and Project Manager

Education, Training, and Certifications:

- B.S., Information Systems Management, University of Maryland, University College, 1993
- A.A., Information Systems Management, Frederick Community College, 1988
- Project Management Professional (PMP) Certified, 2019
- ITIL V3 Foundations Certification, Examination Institute for Information Science, 2011

Experience Summary:

Ms. Summerlin has more than 30 years of IT program/project management, technical, and customer service experience in both government and private industries, including 20 years of K-12 experience designing, implementing, and supporting various local area networks (LAN). Her proven skills in project management, leadership, design, implementation, and customer satisfaction have led to various successful projects. She currently serves as the Service Delivery and Project Manager on the OCSD Seat Management contract where she is consistently recognized for outstanding customer satisfaction. At some point during her time working on the OCSD contract, she has led every team, which gives her unique insight to the OCSD program. She also serves the Program Manager for the Okaloosa Board of County Commissioners, Florida Northwest Regional Data Center Dept of Education Integrated Education Network Service Desk contract, the State of Oklahoma Dept of Health contract, and the Saint Mary Catholic School's Seat Management contract.

Professional Experience:

TelaForce – Service Delivery and Project Manager

09/1999 – Present, Okaloosa County and Okaloosa County School District

Ms. Summerlin successfully manages a team of system administrators for the OCSD Seat Management contract. She ensures the team maintains SLA levels and receive proper training. She also serves as the Program Manager for multiple IT programs for state agencies in Florida and Oklahoma. She works with multiple departments to ensure that Service Level Agreements goals are met or exceeded. Earned consistently high customer service ratings from all programs (4.8 or higher out of 5). Also, an IT project manager in the K12 education environment leading a team of highly skilled system administrators and technicians, to include 3rd party vendors. Develop and track projects plans to ensure customer needs are met while following ISO best practices. Key member of several successful ISO 20000 audits leading to re-certifications. Served on a task force for one of our subcontracting opportunities that required the recruitment and training of over 1,000 personnel within a 9-week period to assist FEMA with an estimated 645,000 inbound and outbound calls resulting from Hurricane Harvey and Hurricane Marla's destruction. Established an office and call center in Houston, Texas and coordinated mass data imports into ShiftBoard and FEMA's InContact system.

Scott Hyder, Telecommunications / Network Administrator

Education, Training, and Certifications:

- A.A.S., Electronics, Electronics Engineering Technology, LCC, 06/2000
- Enterasys Certified Expert, #a178000000eg3kAAA, Enterasys Secured Networks, 2013
- Enterasys ECS – Policy, # a178000000dzU3AA1, Enterasys Networks, 2013
- Enterasys ECS – Switching, #a178000000eg3JAAA, Enterasys Secured Networks, 2013
- Enterasys ECS – Routing and Wireless, #a1780000001VQJZAA4, Enterasys Networks, 2012
- Cisco Certified Networking Associate Training, Northwest Florida State College, 2013
- Enterasys ESE (Enterasys Systems Engineer), #a178000000TYFYAAW, Enterasys Networks, 2010
- Enterasys Enterprise Switching Enterasys Networks Training Courses, Enterasys, 2010
- CompTIA Network+ Certified, #SR1960284 CompTIA, 2009
- Networking Specialist, Foundation Certificate, Global Knowledge, 2009
- Avaya Aura VoIP System Certified, 2013

Experience Summary:

Mr. Hyder has more than 25 years of technical experience in IT and information systems from commercial and manufacturing industries, including 16 years supporting OCSD. He provides support and assists in various computer hardware and software implementation projects in a variety of capacities. Working with a multitude of vendors from across the project, he performed an onsite installation that involved the intricate coordination and communication of the project team. He has implemented and supported technologies such as Windows Server, Linux, and Directory Services from different software houses, and has experience maintaining Microsoft BackOffice products such as Exchange, Active Directory (AD), DNS, DHCP, and WINS. Additionally, he installed and maintained Wide Area Network (WAN)/Local Area Network (LAN) and Wireless Wan (WWAN)/Wireless Local Area Network (WLAN) infrastructures and installed and supported audio and visual equipment used as teaching tools and for administrative support. His proven skills in hardware, software, and customer service have resulted in the successful conclusion of various projects in which he has been involved.

TelaForce – Tier 3 Network Administrator

12/2003 – Present, Okaloosa County School District

Mr. Hyder supports the OCSD network infrastructure, including managed and unmanaged network hardware such as routers, switches, firewall and content filter appliances using third party remote management software, and terminal services for more than 3500 network infrastructure devices. He has built, configured, and currently maintains more than five fully functional and working network Intrusion Detection Systems (IDS) using Open Source software, saving money on the hardware and support costs from a vendor supplied product. Additionally, he has recommended, installed, and supported more than 200 audiovisual devices district-wide, including network enabled projectors, digital signage, and classroom sound systems as well as audiovisual support software such as Crestron Roomview and Benq QPresenter. Mr. Hyder is also the point staff member for the entire district Wireless Local Area Network (WLAN) to include site surveys, integration, configuration, monitoring, and maintenance for more than 900 wireless networked devices and more than 4,000 concurrent wireless connections.

Thomas 'Rick' Green, Telecommunications Engineer

Education, Training, and Certifications:

- Coursework, Marine Biology/Forestry, Pensacola State College, 1989
- Coursework, Business Administration, Pensacola Christian College, 1986
- Avaya Communications Manager Training Course, Carousel University, 2013
- State of Florida - Low Voltage License
- Avaya Aura VoIP System Certified, 2013

Experience Summary:

Mr. Green has more than 20 years of telephony and IT experience working as a business owner, contractor, and project manager for the OCSD where he has been responsible for the designs, installations, and provisioning of multiple phone, network, audio/video, and camera systems within the District. With demonstrated experience as a Telecommunications Engineer, he has worked with principals, teachers, and administrators to determine the best design for that particular school to ensure continuous operational support across the enterprise. His proven skills providing technical assistance and quality of service control checks, and his work with a variety of telecommunications systems including wireless communications towers and voice, data, and Telco systems, have resulted in the successful conclusion of numerous projects in which he has been involved.

Professional Experience:

TelaForce – Telephony Engineer

01/2009 – Present, Okaloosa County School District

Mr. Green executes the movement, installs, additions, and changes for phone, network, audio/video, and camera systems in the District for approximately 40 schools. He performs intermediate and advanced analysis of network hardware and cabling systems in order to evaluate three to four daily requests for networking and cabling systems infrastructure changes while submitting cost estimates for proposed work to principals and bookkeepers. Additionally, he supervises two to three jobs each week where he instructs a variety of contractors on contracted projects for voice, data, and Telco systems work and inspects the final product. He performs quality of service control checks in accordance with Building Industry Consulting Service International (BICSI) standards and provides final test reports to project managers. Mr. Green also performs intermediate and advanced analysis on fixed and wireless network components; signal check and antenna alignment on seven wireless communications towers; and provides technical assistance on all new construction projects involving audio/video in the District, including security cameras, interactive televisions, projectors, and intercom systems.

Thomas 'Thos' Curenton, Sr. Network Engineer

Education, Training, and Certifications:

- A.A., General Education, Okaloosa-Walton Community College, 1995
- Check Point Software Technologies Ltd. – Check Point Security Expert R75 Training, Shadow Peak Inc., 11/2012
- Enterasys Certified Specialist: Networking, #a178000000eQqpAAE, 3/2013
- Enterasys Certified Specialist: Routing, #a178000000eQqqAAE, 3/2013
- Enterasys Certified Specialist: Wireless, #a178000000eQqpoAAE, 3/2013
- Enterasys Certified Specialist: Policy, #a178000000eKOXAAU, 2/2013
- Enterasys Certified Specialist: Switching NMS, #a178000000eKOWAAU, 2/2013

Experience Summary:

Mr. Curenton has over 27 years of experience working in an IT environment with personal computers (PC), Macintosh (MAC) computers, Microsoft Windows Servers, switches, routers, and firewalls for the OCSD. He is proficient with network infrastructure technologies including switches and routers, firewalls, security appliances, and wireless WAN technologies. He specializes in application and integration of networking technologies from multiple vendors. He has assisted with the implementation of an NT 4 to Windows 2000 domain conversion consisting of approximately 40 domain controllers and was actively involved with the WAN upgrade for the OCSD network, which includes a 40-site conversion to wireless. In addition, he is skilled in Checkpoint, Palo Alto, and Fortinet firewall technologies and web filtering appliances.

Professional Experience:

TelaForce – Senior Network Engineer

07/1999 – Present, Okaloosa County School District

As the Senior Network Engineer for the WAN, LAN and Fortinet Firewall for more than 40 sites and 25,000 nodes for the OCSD, Mr. Curenton designs and maintains the Open Shortest Path First Routing Protocol (OSPF) scheme for the routers, manages the IP addressing scheme for the network, and oversees the day-to-day function of the network. Additionally, he researched different solutions for the District's web filtering and firewall requirement and led the implementation of the Fortinet firewall appliance, providing greater throughput, security, and scalability for the network. Mr. Curenton actively maintains the support contracts for the District's networking devices, ensuring there are either spares or replacement contracts for failure of network devices. He implemented new Metro Ethernet and fiber WAN links for over 30 sites in the District and evaluates and orders new networking gear when required. Additionally, Mr. Curenton researched replacement of the Spectrum network monitoring software utilized to notify of problems within the OCSD network, choosing instead to use OpenNMS network monitoring software. Ultimately, his efforts have led to increased monitoring capabilities, greater notification ability, and better capacity threshold notification.

James Ward – Cloud Architect and Exchange Administrator

Education, Training, and Certifications:

- Bachelor of Science, New Mexico Institute of Technology, 2004
- Amazon Certified Solutions Architect
- CompTIA Security+ and A+
- Microsoft Certified Technology Specialist
- Microsoft Certified IT Professional
- Microsoft Certified Desktop Support

Experience Summary:

Mr. Ward has more than fifteen years of experience with the Okaloosa County Seat Management Project as a Systems Administrator where he is responsible for maintaining and supporting over 100 servers. He is responsible for architecting customer cloud solutions on the Amazon Web Services platform as well as migrating customer environments to the Microsoft Azure AD/Office 365 environment. His cloud architecting services include analysis, design, evaluation, and planning for cloud enterprise solutions and implementations. He is an Amazon Certified Solutions Architect and has immense experience with virtualization platforms for the development of innovative cloud solutions as well as designing HA / DR strategies across cloud providers for AWS and Azure Architectures. Mr. Ward is also the Microsoft Exchange administrator for the Exchange 2013 and Office 365 environment. He is proficient in spam firewall and mail archive administration. He also serves as the Risk Manager for TelaForce's ISO 20000 certification ensuring risks to the company are identified and mitigated. Mr. Ward also has responsibility over the group policy security lockdowns, the maintenance and repair of district software, the maintenance of Windows client and server update services (WSUS), and administration of Windows clients through System Center Configuration Manager (SCCM).

Professional Experience:

TelaForce – Cloud Architect and Exchange Administrator

2000 – Present, Okaloosa County School District

For OCSD, Mr. Ward manages the district-wide server administration and group policy administration. He is fluent in the operation of Amazon Web Services and VMWARE virtualization platforms and routinely provides SME consulting services for School District stakeholders. He also supports the Microsoft System Center and Windows Update Services. Mr. Ward contributes to the administration of all Exchange related services, including the Barracuda mail firewall system and the MailMeter journaling system. He also implemented key cost saving measures including the adoption of an open source password management service for over 8,000 users.

As the school district network evolved, Mr. Ward worked with key stakeholders to combine software applications into district-wide servers hosted at Central Administration, ultimately saving the district tens of thousands of dollars in hardware and software costs. He also led summer computer disposal teams through the hardware refresh cycle, instructing them in the proper procedures for disposal, tagging, and replacement of decommissioned hardware. Mr. Ward consistently maintained a 90%+ satisfaction rate on all work orders within the required Service Level Agreement and was frequently mentioned in customer satisfaction surveys.

Currently, Mr. Ward is on the OCSD Cloud team and is working with District officials to move their data to the cloud thus saving the District thousands of dollars in server hardware costs.

Debbie Buchanan, Web Development Manager

Education, Training, and Certifications

- Florida State University, Bachelor of Science, 1984

Experience Summary

Ms. Buchanan is an experienced Web Development Manager with over 30 years of experience supporting community, State and Local Government, and Public Education projects. For the past nine years, Ms. Buchanan has supported the Okaloosa County School District (OCSd) as the Web Development Manager. Ms. Buchanan is a seasoned professional with a strong background in technical writing, document design, structure, and production, web development, web content development, project management, training material development, marketing research and positioning, business development, and organizational and human resources management. She has successfully led several large district-wide web deployments, the Okaloosa County website redesign, and documentation initiatives for diverse audiences while managing a web development and content production team.

Professional Experience

TelaForce – Web Development Manager

09/2010 – Present, Okaloosa County School District

Ms. Buchanan led the redesign of the Okaloosa County (<http://www.co.okaloosa.fl.us/>) website. She assisted with the design layout, content migration, and training of Okaloosa County employees

For the Okaloosa County School District contract, Ms. Buchanan manages the overall planning, development, implementation, and cost management of school district's website (www.okaloosaschoolsc.com) and provides direction to the Web Authors, Web Developers, and outside vendors for the development of databases, interactive applets and custom graphics. She is responsible for leading a multifunctional team in developing and delivering custom programs and web content to drive increased critical website utilization. Leads concept development, requirements gathering, documentation, user interface development, content development, deployment and training. Ms. Buchanan works with senior level engineers and developers on projects including web-based applications, website enhancements, desktop applications, database-backed websites and web layout enhancements and assists in processes concerning the architecture of new applications to meet client needs. She is a seasoned technical writer who coordinates with technical network and system engineers to develop detailed technical content, documentation, and training materials for delivery across multiple key user groups. Ms. Buchanan assists with proposal writing and review and has assisted in writing company program proposals to include the Bureau of Labor Statistics, Washington Metropolitan Area Transit Authority, and Office of Management and Enterprise Services. She serves on the corporate proposal review committee which is responsible for evaluating proposal compliance readiness, on an as-needed basis.

Kent Nguyen, Software Engineer

Education, Training, and Certifications:

- Bachelor of Science, University of West Florida, 2012
- Associates In Arts, Northwest Florida State College, 2008
- Certified ServiceNow Administrator

Experience Summary:

Mr. Nguyen has more than 13 years of Web, Graphic, and IT experience. He has designed, led, implemented and supported numerous projects throughout his career, to include: web site design, CMS upgrade and implementation, and Microsoft server support. He has a strong technical skill, the ability to lead web development teams, and a strong understanding of servers and web hosting. He has been responsible for supporting web server hosting, updates, and routine break-fix maintenance, Drupal installation and configuration, and Microsoft Office 365

Professional Experience:

TelaForce – Software Engineer

12/2018 – Present

Mr. Nguyen coordinates with Okaloosa County's IT Department to perform Drupal core updates and assist with web related functions as requested.

Mr. Nguyen is also responsible for exporting and integrating data from ServiceNow. He worked on multiple ServiceNow Implementation projects. Mr. Nguyen is currently training for the Certified ServiceNow Administrator certification and helps maintain and support TelaForce's ServiceNow Instance.

TelaForce – Web Developer

03/2016 – 02/2018

Mr. Nguyen also led the upgrade of the Okaloosa County School District web site from Drupal version 7 to version 8. He does web support for the Okaloosa County School District website and school websites. He creates graphics such as image manipulation, banners, buttons, etc. In addition to the Web support he also supports the M-Files document management system.

TelaForce/ CACI – Graphic Artist

05/2014 – 02/2016

Mr. Nguyen is in charge of all the Okaloosa County School District, School Websites, and Teacher Website creating and graphics. He created banners, flyers, and brochures using Adobe Photoshop CS5.

He supported and maintain Drupal 7 Websites. He occasionally did photography for the Okaloosa County School District.

Titan/L3 Communications – Web Development Support and Field Technician

02/2006 – 05/2014

Mr. Nguyen started as an intern in 2006 learning how to use multiple platforms. He learned how to use Remedy ticketing system, provide remote and on-site assistance, edit CSS style sheets for Drupal, on-site web training for clients, and upgrade and maintain Okaloosa County School District website in Dot Net Nuke and Drupal. He developed many websites such as Okaloosa Tech, Okaloosa County Food Services, Bob Sikes Elementary, CHOICE Institute, and Destin Middle School websites. He designed many photo galleries for OCSD News and created all teacher pages for every teacher in the Okaloosa County School District. Created banners and graphics using Adobe Photoshop CS5. While doing this he would do Field Tech work when he could which includes on-site computer repairs, re-image and setup computers, installing and troubleshooting printers, network, hardware, and software troubleshooting, data transfer from Windows to windows and virus and malware cleanup.

Matt Butler – Senior Software Engineer

Education, Training, and Certifications:

- Bachelor of Science, University of Florida, 1992
- Certifications to Include Certified ServiceNow Administrator

Experience Summary:

Mr. Butler has more than 24 years of technical IT experience. He has designed, led, implemented and supported numerous projects throughout his career, to include: network design and implementation, client/server system design and implementation, database design and management, web site design and deployment, and configuration and deployment of Microsoft client and server products. He has been responsible for designing and deploying network hardware, configuring and installing new Microsoft-based servers and computer systems onto an existing network, performing routine and non-routine break-fix and hardware/software maintenance, and has implemented and supported a myriad of technologies to include: All Microsoft server products through Windows Server 2016, Active Directory management, database design, deployment, management and upgrades (MySQL and Microsoft SQL Server), Drupal (Installation and configuration), PHP, WordPress (Installation and configuration), Microsoft programming languages (Visual Basic, C#, .Net Standard and Core), Microsoft Azure cloud platform and Microsoft Office 365. His demonstrated knowledge and extensive expertise in web site design, software design and programming, servers, databases and application systems plays an integral role in the successful execution of multiple TelaForce contracts.

Professional Experience:

TelaForce – Senior Software Engineer

03/2017 – Present

Mr. Butler is responsible for exporting and integrating data from ServiceNow and InContact into customer-focused dashboards available for customer access via web browsers. Mr. Butler also assisted in the upgrade of the Okaloosa County and the Okaloosa County School District web site from Drupal version 7 to version 8 and ensures that the required MySQL and PHP versions are maintained up to the latest supported security patches. Mr. Butler attained the Certified ServiceNow Administrator certification and helps maintain and support TelaForce's ServiceNow instance. Mr. Butler has also been an integral part of multiple projects utilizing Microsoft-based programming languages and technologies for web-site design and deployment.

Self-Employed – Senior Software Engineer

09/2004 – 03/2017

Mr. Butler designed, deployed and maintained complete network environments, web sites and client/server systems for various customers. Technologies used included Microsoft client and Server products, Microsoft database products (Access and SQL Server), MySQL, PHP, and Microsoft programming languages (Visual Basic and C#). As cloud platforms became more ubiquitous, Mr. Butler migrated customers from an on-premise Microsoft network to Microsoft's Azure cloud offering by designing a virtual network in Azure to which he deployed multiple virtual machines, the migration has nearly eliminated downtime due to hardware and software maintenance issues. Mr. Butler was also responsible for evaluating, deploying and integrating multiple Application Programming Interfaces (API) for the purposes of distributing and displaying data across various web sites.

Titan/L3 Communications – Network Operations Manager

10/1994 – 09/2004

Mr. Butler led the team that designed, deployed and monitors the Wide Area Network (WAN) for the Okaloosa County School District. Mr. Butler also played an active role in the design and build-out of a Network Operations Center in Niceville, FL capable of managing and monitoring the networks of multiple customers at once. Technologies included Microsoft client and Server products, Cisco Systems network equipment, Extreme Networks (formerly Enterasys) network equipment, wireless access points for local networks and site-to-site direct links, and configuration and deployment of a Check Point Firewall. The Network Operations team was responsible for monitoring and optimizing traffic flow among each of the individual Local Area networks (LANs) that make up the overall Okaloosa County School District Wide Area Network (WAN), and for troubleshooting and resolving all outages in a timely manner.

5. SERVICE LEVEL AGREEMENTS (SLA'S)

INITIAL RESPONSE TIME

The response time is the period of time it takes a Help Desk individual qualified to troubleshoot the problem to contact the end user, either by telephone, email, or in-person. The response time can also be a call back or email to the end user which specifies the incident or request has been escalated to an appropriate resolution group. Every incident or request will have a response time, including those resolved on first call or contact. Response time does not mean resolution time.

SYSTEM OR SERVICE ENGAGEMENT TIME

The system or service engagement time will vary depending on the system or service. Engagement times for the Network, Server Administration, and System Administration services are covered in Table 5-4.

The **Network** service enables communications between desktops, servers, and routers to external circuits. The network includes the **switching** and **routing** components, wireless WAN devices, and servers that are required for network operation. The service is available from 8:00 AM to 5:00 PM Central Time Monday through Friday. The service may be operating at other times, but its availability is not guaranteed. Maintenance periods occur after 8:00 PM on weeknights unless otherwise negotiated with the County. Maintenance may also occur during weekends and scheduled County holidays.

Exhibit 5-1: LAN and WAN Service Items

Internet Access	This service provides for the administration of any Internet proxy server and content filtering server, along with managing the connection to the Internet.
LAN Support	This service provides for the monitoring, management, and support of the LAN Infrastructure.
WAN Support	This service provides for the monitoring, management, and support of the WAN Infrastructure.
Network Monitoring	This service provides for proactive monitoring of the network (LAN and WAN) automated network management tools.
Firewall Support	This service provides the firewall and the administration of the firewall.
Security Monitoring	This service provides an analysis of all security-related logs and alerts.

Emergency Response Services

This function provides an emergency response capability when a system or site has been subjected to an intrusion, breach, attack, or potential data loss.

This **Server Administration** service provides for user access to file servers. It includes providing and maintaining file servers, administration of server and file access, and the proper administration of print services. The service is available from 8:00 AM to 5:00 PM Central time Monday through Friday. The service may be operating at other times, but its availability is not guaranteed. Maintenance periods occur after 8:00 PM on weeknights unless otherwise negotiated. Maintenance may also occur during weekends and scheduled District holidays.

Exhibit 5-2: Server Administration Service Items

File and Print Services	This service provides file and print services and for the management of file and print servers. It supports the end-user file and print service.
Server Monitoring/Error Correction & Detection	This service provides for proactive monitoring of servers using management tools.
Security Monitoring	This service provides an analysis of all security-related logs and alerts.
Emergency Response Services	This function provides an emergency response capability when a system or site has been subjected to an intrusion, breach, attack, or potential data loss.
Data Backup & Restoration	This service provides for the backup of server data including user directories and the restoration of servers and files. It also includes the administration of any supporting software and hardware backup devices.
Troubleshooting and Client Support	For software and hardware problems, the help desk coordinates to troubleshoot each problem. All problems are tracked by help desk analysts within the ITSM system, escalated to the appropriate support team as needed, and finally closed when the problem has been resolved.
Network Operating System Support	This support includes maintaining current versions of server operating systems software, including service pack fixes and hot fixes.

This **System Administration** service provides for systems-level administration activities to include email and web services. It includes providing and maintaining the email server and other enterprise systems and services, including the proper backup and restoration of server data. The service is available from 6:00 AM to 5:00 PM Central time Monday through Friday. The service may be operating at other times,

but its availability is not guaranteed. Maintenance periods occur after 8:00 PM on weeknights unless otherwise negotiated. Maintenance may also occur during weekends and scheduled District holidays.

Exhibit 5-3: System Administration Service Items

Email Server Services	This service supports the end-user email service for the administration and management of email servers for applicable users.
Virus Protection Services	This service provides for the support and management of anti-virus software.
Data Backup & Restoration	This service provides for the backup of server data including user directories and the restoration of servers and files. It also includes the administration of any supporting software and hardware backup devices.
Troubleshooting & Client Support	For software and hardware problems, the help desk coordinates to troubleshoot each problem. All problems are tracked by help desk analysts within the ITSM system, escalated to the appropriate support team as needed, and finally closed when the problem has been resolved.
Security Monitoring	This service provides an analysis of all security-related logs and alerts.
Emergency Response Services	This function provides an emergency response capability when a system or site has been subjected to an intrusion, breach, attack, or potential data loss.
User Administration and Access Control	This service provides the enterprise directory service, such as Active Directory, for the administration of user accounts, and the administration of user access to systems, services, and folders.
Server-Based Software Deployments	This function provides remote deployment of client software to desktops for server-based software.
Web Server Services	This service provides hosting and maintenance of all District-level web pages.
Application Server Services	This service provides support to the application server environment, including hardware, network connections, system software and support, server software and support.
Database Server Services	This service provides support to the database server environment, including hardware, system software and support, server software and support. This includes database maintenance and support.

Table 5-4 provides an example of required response and resolution times for both service restoration and MACs. The goal is to meet the below service targets 80% of the time on an annual basis.

Exhibit 5-4: Service Level Metrics Response and Resolution Times

NOTES: 9 HOURS = 1 DAY (8AM - 5PM)		Restore to Service Request		MAC Request	
		Response Time	Resolution Time	Response Time	Resolution Time
	Priority	Goal	Goal	Goal	Goal
LAN & WAN Infrastructure	Urgent	30 min	4 hours	2 hours	1 day
	High	30 min	6 hours	4 hours	2 days
	Low	30 min	3 days	8 hours	3 days
Server-Based Platforms	Urgent	30 min	2 hours	8 hours	6 hours
	High	30 min	4 hours	8 hours	1 day
	Low	30 min	3 days	8 hours	3 days
Systems Administration	Urgent	4 hours	1 day	4 hours	1 day
	High	4 hours	1 day	4 hours	2 days
	Low	4 hours	3 days	4 hours	3 days
Management of the District Website	Urgent			2 hours	1 day
	High			4 hours	2 days
	Low			1 day	5 days

Priority levels are assigned to the customer's request based on the urgency of the request. The priority level and corresponding response time specify how quickly the Help Desk will respond to the customer if the request is not resolved on the first call. The customer point of contact has the ability to request changes in the priority levels of specific types of customer requests based on new business requirements.

Exhibit 5-5: Priority Levels

Priority 1 – Urgent	System or critical function is down.
Priority 2 – High	System or critical function is degraded but still operational. Could escalate to Priority 1 if not addressed quickly.
Priority 3 – Low	Routine functions that may be scheduled in advance. Could be troubleshooting, equipment quotes, meetings, or other functions that are not a higher priority.
Priority 4 – Projects	A long or short-term project or service request with no specific expectations on response time.

COMMUNICATION

TelaForce is able to provide a variety of reports as needed and will negotiate with the County on required delivery frequency and formats. TelaForce has proved online business intelligence dashboards for multiple customers so they can view performance metrics in real-time.

STAFFING COMMITMENTS

Staffing will be determined based on the requirements of the task orders and applicable SLA's as a result of the awarded contract.

6. TELAFORCE REFERENCES

We selected three relevant TelaForce contracts that clearly demonstrate the size, scope, and complexity of our technical experience and expertise with respect to Okaloosa County requirements.

6.1 REFERENCE #1 – OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

Network Managed Services III	
Name & Address of Customer: Okaloosa County Board of County Commissioners Dan Sambenedetto, IT Director	Point of Contact: Dan Sambenedetto, IT Director 1250 N Eglin Parkway Suite 303 Shalimar, FL 32579 Phone: (850) 651-7570 Address: 1250 N Eglin Parkway Suite 303 Shalimar, FL 32579 Phone: (850) 651-7570 E-Mail: DSambenedetto@co.okaloosa.fl.us
Contract Number: C14-2198-IS	Contract Type: T&M
Total Contract Value: \$51,992.64	Period of Performance:
Task Order 1 – \$30,406 Nov 2014 – Aug 2016	November 2014 – August 2019
Task Order 2 – \$1,586.64 April 2015	
Task Order 3 – \$20,000 April 2017 – Aug 2019	
This contract is current and in process.	

Description: TelaForce provided enhancing esthetics and functionality for the website www.co.okaloosa.fl.us and its subsequent 150 pages. The re-designed and enhanced site offers a clean, up-to-date experience and established a design scheme that is flexible and adaptable to the growing and changing content needs for Okaloosa County.

Using Drupal, TelaForce designed a functioning mock-up that delivered the Okaloosa County's site in a logical clean and user-friendly design. The designs enabled TelaForce to demonstrate how the current content, as well as new content, can be clear, easy to read and easily navigated to engage the end user and create an ongoing desire for the users to return to the site as a necessary source of vital information.

TelaForce delivered services that facilitate rapid deployment of a web content management solution, satisfying the following objectives:

- To simplify and expedite content creation, review and approval processes through the creation and use of standard templates, lifecycles and workflows;
- To manage web content in its most fundamental and reusable standard components;

- To support the design templates delivered to Okaloosa County by TelaForce;
- To expand control of web content through the use of enterprise-scale content management tools, functionality, and best practices;
- To streamline the entire content delivery process;

TelaForce implemented a web content management solution for the Okaloosa County Internet presence which includes the Okaloosa County website (www.co.okaloosa.fl.us).

TelaForce setup the initial accounts for **website administration**. TelaForce also provided documentation and training to designated County employees so they can take over the website maintenance.

TelaForce has also worked with the County to upgrade their CheckPoint firewall in order to improve network security.

6.2 REFERENCE #2 – OKALOOSA COUNTY SCHOOL DISTRICT (OCSD) SEAT MANAGEMENT

OCSD Seat Management	
Name & Address of Customer:	Point of Contact: Dustin Keith, Vendor Relations Manager (VRM)
Okaloosa County School District	Address: Okaloosa County School District
202 Highway 85N	Carver Hill Administration Complex, 461 School Ave.
Niceville, FL 32578	Crestview, FL 32536-4417
	Phone: 850-689-7151
	E-Mail: KeithD@okaloosaschools.com
Contract Number: Letter of Contract	Contract Type: SLA/Performance-based; Firm Fixed Price (FFP) per seat; Time & Materials (T&M) projects
Total Contract Value: \$66.7M (Final Value \$63.5M)	Period of Performance:
	07/99 – 12/03 Task Order 2 under TPM Contract
	12/03 – 06/14
	07/14 – 6/2019 – New Contract Awarded
	07/14 – 6/24 – Contract Extension
This contract is current and in process.	

Description: TelaForce has delivered world-class IT services and support to the Okaloosa County School District (OCSD) with all-inclusive, consolidated enterprise support services and full life-cycle IT and Telecommunications support of all OCSD end-user technology devices since 1999. The OCSD client environment includes 33,400 users, consisting of County district staff, school administrators, teachers, and students in 40 locations, across 1,082 square miles, using approximately 17,000 laptops, desktops, Chromebooks, and servers. All OCSD IT products are supported—phones, video capability, security cameras, laptops, desktops, servers, mobile devices and printers.

End-User Service Desk Support

The TelaForce Service Desk is ITIL based ISO 20000, 27000:9001:2015 certified to provide the highest level of IT service management and associated customer service. The TelaForce Service Desk model ensures OCSD receives lower operational costs and reduced risks; enhanced User productivity, and exceptional customer satisfaction.

TelaForce provides a single point-of-contact Help Desk operation to OCSD which supports all technology devices that have been approved for use within the organization. Support covers incidents and questions related to the equipment, operating system, commercial off-the-shelf (COTS) software, custom mobile applications, network connectivity, information security, and printer issues, as well as custom line of business applications and Information security.

Staff provide coverage for incoming verbal and written contacts Monday-Friday from 06:00 to 17:00. OCSD employees can contact the Service Desk by email, fax, phone (local and toll-free number), or through the web-based Self-Service Portal. The Self-Service Portal was introduced with an automated Password Reset tool to aid OCSD employees in quickly resolving issues without calling the Service Desk. The Service Desk processes up to 3,000 incoming calls per month.

TelaForce Help Desk Specialists are trained with soft skills (phone etiquette and customer service) and have Help Desk Institute (HDI) and ITIL certifications as well as Microsoft technical accreditations.

TelaForce's Help Desk Specialists process incident requests using the ServiceNow incident tracking application, and work to resolve and close incidents on the first contact. Tickets that cannot be closed on first contact are escalated to second- and third-tier support. Staff assign a priority to each incident based on OCSD policy and follow TelaForce escalation process based on our ISO 20000 operations model. Other than issues affecting a significant number of users, incident tracking includes confirming with the user that the issue has been resolved.

Business Intelligence Dashboards, sophisticated data analytical tools, are utilized to provide OCSD and TelaForce staff with real-time ticket and call statistics and color-coded warnings that provide audible notifications to the Customer Support Desk if any SLA or metric approaches a predefined threshold of noncompliance. Our ISO 20000-registered and fully ITIL-Integrated Service Desk consistently achieves first-contact resolution for eligible tickets well above the service level requirements customized for this customer.

TelaForce Help Desk Specialists consistently meet OCSD SLAs and achieve high degrees of customer satisfaction in large part to our exceptional training programs. For example, staff exceed the 85% Service Level Agreements (SLA) for First Call Resolution (FCR) by leveraging a Knowledge Management system we developed within Service Now to facilitate First Contact Resolution. The Service Desk team is aligned with the Desk Top Remote (DTR) team, which remotely diagnoses and restores service prior to routing tickets to the Desk Side Support (DSS) team. The DTR and DSS teams also have International Organization for Standardization (ISO) and technical certifications in their respective fields of expertise.

As part of our Quality Assurance program, sample call recordings and ticket documentation are reviewed to ensure team adherence to quality guidelines. Quality metrics (e.g., Average Speed to Answer, Average Handle Time, First Contact Resolution, attendance, and call and documentation quality) are collected and maintained within each agent's Performance Portfolio, assisting supervisors in identifying deficiencies that need addressing. Performance metrics are reviewed monthly with the OCSD VRM. Customer Satisfaction surveys are reviewed, and any complaints are analyzed and

responded to. Upcoming district activities are reviewed and any impact to the service teams are identified for mitigation.

Customer support services are a core component of the TelaForce service offering for the OCSD customer. Staff serve as the "go-to" technical Subject Matter Experts (SMEs) for decisions related to major IT-related investments, policy changes, system upgrades, and industry trends.

TelaForce's enterprise IT support services include procurement and installation of computers for staff; hardware replenishment through leasing; systems lifecycle asset management; network and system management; Help Desk with remote and desk side services; IT project technology planning, implementation of staff collaboration tools; website management and development; Information security through firewall monitoring and maintenance; and WAN design, installation, and management.

TelaForce maintains, monitors, and upgrades multifunctional peripherals and replaces student computers to maintain a 3:1 student-to-computer ratio. TelaForce follows ITIL v3 processes for incident, change, configuration, and asset management, which is integrated and implemented within the construct of our management processes for service delivery. Our standardized, repeatable processes allow TelaForce staff to consistently provide effective and efficient service for this performance-based contract:

- 4.8 of 5 customer satisfaction rating from service surveys (Service Level Agreement is 4)
- 98% First Contact Resolution (Service Level Agreement is 85%)

Project Support/Management

TelaForce project management processes are based on PMBOK and serve as the roadmap for managing and controlling our projects from beginning to end. We incorporate tenants from ISO 20000, ITIL, and continuous improvement policies to improve efficiency and reduce attrition. Our quality and performance-based project and task management approach focuses on proven, repeatable, high-quality service practices and experience that consistently produce process improvements, cost savings, and high-quality deliverables. TelaForce's OCSD program manager maintains Project Management Professional and ITIL Foundations Certifications. The management staff have ITIL Foundations and multiple industry standard certifications in their specific capacities.

Staff perform two equipment Refresh cycles during the year. The summer refresh requires the removal and replacement of approximately 5,000 – 6,000 student devices within a six to eight-week period. During the school session, approximately 800-1200 devices used by teachers and administrators are removed and replaced over a four-to-six-week period. The Refresh process involves: determining assets to be replaced by site or personnel; ordering equipment; receiving and inventorying equipment; removing terminated devices, unpacking, placement, and setting up (connectivity and data transfer) new devices, and connecting to all peripherals. A physical inventory of all sites is performed annually to validate device distribution by site and user. While Refresh cycles do not have Service Level Agreements (SLAs), replacements must occur within a billing month to prevent double billing of new and old devices.

Another project performed by TelaForce was designing the OCSD wide area network backbone, which involved sizing the appropriate network routers and switches and working with the Local Exchange Carrier (LEC) to order the necessary bandwidth. TelaForce Network Engineering also made recommendations to the District regarding technology evolution and service enhancements.

Asset Management with ServiceNow

TelaForce accurately tracks the location and value of all of OCSD's IT assets. Our proven asset management processes enhance the efficiency of both Help Desk and desktop services by providing accurate information to help resolve incidents with assets. Using the ServiceNow platform, staff track the financial, contractual, and inventory details of hardware, software, and virtual infrastructures—as well as of non-IT assets—throughout their life cycles. ServiceNow handles asset requests through work flows to obtain approvals, validate entitlements, issue chargebacks, and provide services. Once an asset is deployed, asset management records all maintenance activity on that asset and enables Team TelaForce to perform regular audits right up until the asset is retired.

Server Administration Support

The server and network team monitor and respond to alerts, including temperature, CPU utilization, storage and utilization capacity. Alerts are set to thresholds, providing the opportunity for incident mitigation prior to service interruption.

The Server team administers 118 servers, located throughout the district. The team applies patches and security updates. In preparation for the 2018 school year, the TelaForce team introduced approximately 30,000 individual student accounts, implementing Single Sign On and Microsoft One Drive functionality. Through proactive monitoring and maintenance, the server environment consistently meets SLAs, including Response and Repair Time based on priority.

Network Administration Support

The Network team monitors 892 network switches, 41 routers, 3 wireless controllers, 2014 wireless access points, and 1 firewall, connecting a district-wide network of over 40 sites. TelaForce staff designed and continues to manage the OCSD wide area network from isolating and restoring service to determining and resolving areas of degradation. Core routers are housed in the Central computer room with redundant internet network connections.

Network services also include network security (firewalls and anti-virus protection). The network is protected by a recently upgraded layer 7 firewall, administered and monitored by the TelaForce InfoSec team. This security system upgrade was implemented to (1) protect against Denial of Service attacks, (2) facilitate the monitoring of secure data traffic, and (3) reduce the risks of users introducing malware. The network utilizes port-based authentication to ensure user verification. These protections enable the use of the internet as an instructional aid by teachers. TelaForce network engineering provides monthly performance reporting against predefined SLAs. Network availability, at over 99.9%, exceeds the SLA.

Security Management Support

TelaForce has extensive Security Management experience in cyber security strategic, tactical, and operational programs. Our staff have been instrumental in implementing a robust security policy, procedures, and controls for OCSD which have enabled them to evolve to a proactive information security posture. We provide Security Audit and Vulnerability assessments services, perform audits that measure performance against the ITIL Security Framework through ISO 20000 practices, and provide guidance on mitigation. Staff provide security incident responses at all levels of the environment. We apply security patches to web and SQL servers, provide physical security to restrict systems access, provide logical security via routers and Access Control Lists to protect Transport Control

Protocol/ Internet Protocol (TCP/IP) ports, and maintain/monitor firewall logs daily to identify unauthorized access attempts and take appropriate protective measures.

Enterprise Architecture and Asset Coordination Support

TelaForce staff provide Enterprise Architecture Support and Asset Coordination services which include procurement and installation of staff computers, hardware replenishment, and systems lifecycle management. The TelaForce Asset Manager performs reviews with the OCSD Vendor Relations Manager (VRM) and site representatives. Occurring quarterly, these reviews identify assets at end of life and determine unit replacements. Over 17,000 devices—which include servers, desktops, laptops, Chromebooks and Apple devices—are tracked by site, building, room and user.

TelaForce maintains asset information in the Service Now Configuration Management Data Base (CMDB), which drives the monthly invoice. To support District cost budgeting schemes, invoices must identify type of device, location of device, Seat (leased)/Support (District purchased), and device user (e.g., teacher or administrator).

In addition to Refresh cycles, the Asset Team is also responsible for Moves Adds and Changes (MACs) throughout the year, with surge volumes occurring in the month teachers return to school. MACs have an SLA of 5 days to complete.

Quality Assurance

TelaForce's approach to quality is centered on ensuring that staff deliver outstanding services that are tightly linked to OCSD business objectives and requirements. TelaForce staff follow ITIL V3 and ISO20000 Quality Assurance (QA) processes for incident, change, configuration, and asset management, which is integrated and implemented within the construct of our management processes for service delivery. Our standardized, repeatable processes are used to promptly handle change requests and to minimize impact to the production environment and service quality.

Customer Service Desk staff perform scheduled QA reviews to ensure data is following customer procedures, and data integrity is being met. Monitoring of Service Desk calls is employed to ensure agents are compliant with standard procedures. Other QA activities include reviewing recorded phone calls with the associated ticket to ensure all data is collected and recorded correctly. Any discrepancies identified are addressed to the satisfaction of the customer representative.

Data Strategy and Management

TelaForce has extensive Data Strategy and Management support experience. Staff use network monitoring tools (24/7) to track and report OCSD metrics, monitor system health, optimize network and device performance, and accomplish proactive intervention, response and resolution to network anomalies and attacks, including detection of viruses and unauthorized software. TelaForce centrally manages and administers software licenses, passwords, and software keys. Our OCSD data center is hosted in secure facilities, with badge access control combined with cypher locks and security cameras. We provide or direct touch maintenance (through vendor warranties) of all equipment housed in the data center, to include daily and weekly backup processes. All maintenance activities, Authorized Service Interruptions (ASIs); routine or emergency are coordinated with the VRM.

Disaster Recovery and Business Continuity Management

As OCSD's trusted strategic Disaster Recovery partner, TelaForce ensures that responses to and recovery from disasters or any other event that disrupts services are quick, efficient, and meet critical

customer business requirements. TelaForce has developed, implemented, and managed Disaster Recovery Plans (DRP) for all services using ISO 20000 standards and practices. This has included instances in which the DRPs have been enacted to recover from disastrous situations to include recovery from full server asset failure, network infrastructure failure and realized security threats. TelaForce follows an ISO-certified Service Continuity Management (SCM) Plan for continuous operations and disaster recovery. This ensures continuity of business operations, safeguards employees and property, protects data, and assures our customers receive prompt service through alternative operations.

TelaForce provides touch maintenance services for all servers and equipment located in the OCSD Central Data Center and at Central Communication rooms located at each school.

We coordinate with OCSD's facility management department for issues such as air conditioning, heat, power issues, and generator testing. We conduct preventive maintenance, cable management, emergency shutdown and recovery, physical security, system management and operations of servers, server environments and storage area networks for OCSD. We also troubleshoot all aspects of hardware equipment (e.g., servers, switches, routers, etc.). TelaForce maintains the physical infrastructure to include all equipment housed in the OCSD Central Data Center as well as at each school. IP thermometers are located throughout the data center and alerts key TelaForce personnel when temperature thresholds are reached so that TelaForce system administrators can take appropriate action. TelaForce maintains equipment accounts and data facility diagrams. We develop, update, and maintain an inventory list of equipment to include: building, floorplan, floor, room, rack, row, rack units, and power requirements. We resolve assigned change requests, incident tickets, and problem records received through our Service Now system using ISO 20000 processes. TelaForce also coordinates all authorized service Interruption (ASI), maintenance activities, and restoration actions with the VRM.

Disaster Recovery (DR) and Continuity of Operations (COO) testing is performed on a regular basis and includes:

- Conduct preventive maintenance, cable management, emergency shutdown and recovery, and physical security for data centers;
- Coordinate unscheduled outages, maintenance activities, and restoration actions;
- Maintain equipment accounts and data facility diagrams for data centers; and
- Develop and maintain an accurate inventory list for data centers.

Internet Planning, Engineering, Operations

TelaForce staff provide OCSD, with overall Internet/Web planning, development, implementation, and cost management of the school district's website, and provide direction to the Web Authors, Web Developers, and outside vendors for the development of databases, interactive applets, and custom graphics.

Recruitment and Management of Highly Qualified Staff

Our staff are experienced, highly educated, dedicated and certified across many key disciplines. OCSD personnel regularly report they are extremely satisfied with the quality and experienced personnel supporting their program. For example, TelaForce's OCSD staff have an average of 12.6 year of service. A seasoned management team knows how to keep staff motivated and engaged, offering

many training opportunities, reward programs targeted to performance goals and behaviors that align with TelaForce's Code of Ethics. Our staff are dedicated to the OCSD customer and their mission.

Marrying a deep understanding of state and local governments with a mature, proven process for identifying, hiring and maintaining highly qualified staff, TelaForce strives to recruit a talented, motivated team with diverse backgrounds to provide and deliver comprehensive solutions to OCSD. The recruiting process begins with a strong collaboration between hiring managers and HR recruiters to identify candidates having the requisite educational backgrounds, credentials, and experience for the positions being filled. Selected candidates are funneled through a series of stages to evaluate technical expertise, and people- and situation- handling skills. Each stage culminates in a decision about whether the candidate will move forward for deeper evaluation. This rigorous multi-stage assessment process ensures that highly qualified staff are hired and staffed on the project.

During surge periods where call volume is higher than normal in the Customer Service Center, additional temporary staff may be added to meet customer demands. This program has been optimized over several years and team is well equipped to also support emergency surges at moment's notice.

Once hired, TelaForce staff are mentored on professional growth and progression, and incented to further their education and earn industry certifications. Consequently, project staff continue to grow their knowledge, skills, and expertise, benefiting the employee and the project.

Training

The TelaForce staff consistently and successfully meets and exceeds the performance requirements of the OCSD contracts and achieves a high degree of customer satisfaction in large part to our exceptional training programs. Working in close partnership with OCSD, TelaForce uses multiple training mediums to ensure that we are reaching OCSD stakeholders to update them on changes to systems and policies, changes to facilities, outages, improved services, viruses, etc. Training can include customer specific training, one-on-one training, virtual and classroom style training, emailed training flyers for users, desk side support training, and school-based signage.

New OCSD Help Desk Specialists receive initial customer training provided by experienced customer team lead or delegates. Specialists are given training guides and are rigorously tested to ensure understanding prior to taking customer calls. Each Specialist shadows with a member of the senior staff to observe what they have learned in a live environment and are put on mock calls to simulate the customer experience prior to going live. They are regularly monitored after they are placed on the phones to ensure that objectives are being met, and training was successful. The Specialist training program is continuously measured for effectiveness and customer satisfaction.

Specialists have access to an online knowledgebase database to respond to customer requests, as well as extensive Response Plans which feature detailed sets of instructions used to solve repetitive issues, and User Manuals with step-by-step instructions for applications. Certification training is also encouraged to improve the Help Desk agent's knowledge, and all agents are Help Desk Institute (HDI) certified. Our OCSD training program has demonstrated an ability to produce quality process driven Specialists in an expedited manner. Focused on the customer business needs coupled with soft-skills that creates a responsive and interactive individual.

The Web Development team has also created detailed Drupal training manuals for all School Webmasters and Teachers and holds periodic classroom and one-on-one training classes for new school/teacher webmasters.

Proficiency Developing and Implementing Transition Plans

TelaForce applies a project-based approach to transition planning, following ITIL Framework and Project Management Body of Knowledge (PMBOK) best practices. TelaForce transitioned this client through its repeatable transition approach, which has been developed over the last ten years. The approach has been built upon successful practices developed over numerous state and local settings and leverages the firm's deep understanding of the missions of state/local organizations and how these missions are carried out operationally and technically.

This approach began with an intensive data collection effort conducted via individual interviews with all key stakeholders supported by the Managed Services operations. These interviews were aimed at understanding the supporting agency/department's key concerns, unique support needs, and any specialized applications and technologies. Using structured and pre-populated templates to guide discussions ensured the data collection was done in a comprehensive, yet expedient fashion. Missing data was easy to identify, allowing for follow up discussions.

The process was conducted by the Service Desk Lead who translated data from the collection template into Response Plans that codify agency- and department- specific information and rules for delivering support. The Service Desk Lead then built a knowledge base (Wiki) to store these plans in a structured fashion that allows for searching and ongoing changes and updates. These steps used TelaForce-developed templates for creating Response Plans and knowledge bases.

After collecting and capturing knowledge regarding current operations, the team was trained on the environment (organization, technology platforms, and Response Plans. The training program culminated in a TelaForce-developed online exam that all agents had to pass (where passing is defined as 100% exam score) prior to being able to take a customer call. This proven approach allowed for a smooth transfer of operations within 60 days of contract award.

SLA

OSCD has been able to maintain consistent and predictable costs over the years due to reduction in equipment costs and efficiencies in service delivery. All SLAs specifically customized to meet the requirements of the OCSD program, have consistently been achieved every year. Support for the roll-out of 1:1 student computing devices has made the school district a leader in the state of Florida in the implementation of student-use computing initiatives.

The OCSD program was recertified in March 2016 as ISO/IEC 20000:2011 and is currently in the process of ISO20000 re-registration. Recent performance against key project SLAs is shown below:

Requirement	Performance Measurement	Current Performance
Mean Time to Answer	85% SLA average wait time (both ring time and queue time) is 45 seconds or less for all calls received.	Met SLA 100% since contract inception.
First Call Resolution	80% of all eligible calls are resolved on first contact. An eligible call is defined as any call authorized for resolution by the School District, which can be resolved without a desk-side visit.	FCR since contract inception has been over 97%
Abandon Rate	Less than 6% of calls may be abandoned before a technician answers a customer phone call.	Only 2.0% of calls abandoned before answer since contract inception.
IMAC Quality	85% of IMACs are successful within SLA of 5 days.	93.0% of IMACs are successful and exceed SLA.

Availability	90% SLA on availability of all services and devices.	Maintain 99.0% for End-User Platforms and 99.99% for Enterprise Operations services.
Customer Satisfaction	90% of all Customer Service Survey Responses weighted scores above 3.0 "Satisfied" or better (100 survey minimum).	100% customer satisfaction exceeds the SLA since contract inception.

Performance Objectives Satisfied

Level of service is measured for seven standards across three categories, 1) Services – Customer and Desktop Support, 2) Enterprise Operations, and 3) Enterprise Applications. In 2012, we exceeded the customer Service Delivery Goal of 90%, earning an average of 98.78% per standard, with the lowest rating received being 94.59%.

6.3 REFERENCE #3 – MONTGOMERY COUNTY SEAT MANAGEMENT

Montgomery County, MD – Desktop Computer Modernization Program (SEAT Management)

Name & Address of Customer: Montgomery County, Maryland Device Client Management (DCM) Office of Procurement, Rockville Center 7361 Calhoun Place, Suite 150, Derwood, Maryland 20855	Point of Contact: Michelle Rinaldi, COTR Agency/Office: Department of Technology Services Address: 101 Monroe St. Rockville, MD 20850 Phone: 240-777-2848 E-Mail: michelle.rinaldi@montgomerycountymd.gov
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Contract Number: 1029082	Client Type: Fixed Price (FFP) Time and Material (T&M)
Total Contract Value: \$42,500,000	Contract Term: 8/11/1999-8/10/2008 (Initial contract) 8/11/2008-8/10/2014 (2nd award) Renewal Options Exercised: Current Contract 8/11/2008 – 8/10/2011 Option Year 1 8/11/2011 – 8/10/2012 Option Year 2 8/11/2012 – 8/10/2013 Option Year 3 8/11/2013 – 8/10/2014 Renewal 8/12/14 – 8/11/20

Description:

Project Management

TelaForce has conducted many large scale, highly visible projects for MontCo, which include real time, on-line reporting of operational performance through BI dashboards, **implementation** of a Tier 0 Self-Help Portal, remote diagnostic and remediation tools for Service Desk Analysts, creation of response plans for major incidents, implementation of a Virtual Desktop Infrastructure (VDI), Migration to Office365, transition to an RFID-based inventory management system, and Application Virtualization in support of legacy applications.

TelaForce developed a knowledge base of solutions to questions about the most commonly used software programs. TelaForce's Self-Help Information Portal (SHIP) grants access to MontCo employees, allowing them to find their own solutions to technical issues, how-to information, and online training videos. This one-stop-shop is accessible over the Internet 24x7, helping MontCo employees solve problems from anywhere at any time.

Service Desk/General Desktop Support/IMACs

The TelaForce Service Desk serves as MontCo's single-point-of resolution for technological issues related to devices or OS authorized by the County, including BYOD mobile devices. Our process is designed to have all calls answered directly by live, knowledgeable Service Desk Analysts who resolve issues without the need for call transfer, call back, or dispatch of a Field Service Technician. The TelaForce Service Desk operational model is designed to maintain our consistently high customer satisfaction while restoring users to a productive state as quickly as possible. We achieve this by focusing on FCR. High FCR increases end-user satisfaction and reduces costs to MontCo by reducing the number of required desk-side Technicians. All Service Desk analysts have A+ and HDI certifications and Field Technicians have A+ certifications.

Business Intelligence (BI) dashboards are utilized to provide staff with real-time ticket and call statistics and color-coded warnings that provide audible notifications to the Service Desk if any SLA or metric approaches a predefined threshold of noncompliance. Searchable Knowledge databases are used to troubleshoot and resolve incidents. As part of our Quality Assurance (QA) program, sample call recordings and ticket documentation are reviewed to ensure team adherence to quality guidelines. Quality metrics are collected and maintained within each analyst's Performance Portfolio, assisting supervisors in identifying deficiencies that need addressing. Performance metrics are reviewed monthly with key MontCo personnel.

In addition to Service Desk, TelaForce supports all information technology devices authorized for use by MontCo, including traditional PCs and laptops, tablets, convertible systems, and smart phones. Core **technical services** provided include Emergency Support; Desktop Engineering; Configuration and Image Development, Installs, Moves, Adds, and Changes (IMACs); Mobile Device Management; and Break/Fix Services.

Asset Management

TelaForce provides an ITIL-based, ISO 20000-certified asset management solution for all MontCo approved IT assets. Coupling Radio-Frequency Identification (RFID) and barcode technology, with industry best practices, the TelaForce solution delivers a 99%+ inventory accuracy.

Tier 3 Technical and Network Support

TelaForce has developed and implemented a mission critical 24/7 Network Operation Center for FiberNet and other networks that support multiple organizations within MontCo. Since the go-live of the NOC in 2015, TelaForce has maintained 100% support with no lapse in coverage. TelaForce also supports MontCo's server infrastructure, providing 24/7 support of the physical server hardware and related components.

Staffing

TelaForce's MontCo staff are experienced, highly educated, dedicated, and certified across many key disciplines. Our staff are dedicated to the MontCo customer and their mission.

SLAs

TelaForce has delivered enhanced levels of service, while reducing IT equipment costs by 40%. Over the last 10 years, TelaForce has over-performed all MontCo SLAs as shown below.

7. TELAFORCE ADDITIONAL INFORMATION AND COMMENTS

In addition to the specific areas of expertise required by Okaloosa County, TelaForce's local team has expertise in the areas described below.

7.1 HELP DESK SUPPORT

The TelaForce Help Desk acts as the central command center and single point of contact for all technology issues.

Products Supported – The Help Desk currently supports all existing seat types and customer-approved software. TelaForce supports the customer's service offerings, except where the customer has retained support for specialized products. For all reported issues that are not handled by TelaForce, the Help Desk provides contact information to the end user for customer resources that can assist with the specified concern. We act as a liaison between the customer and its software partners to coordinate services and resolutions.

Automated Call Tracking – TelaForce tracks problems from initial call to restored service using an ITSM system. Using data compiled from the system, we create a knowledge base to answer frequently asked questions, provide detailed solution steps for common technical issues, and develop training plans and trend analyses. Currently, TelaForce provides management reports that detail call metrics and ticket information, and a metrics dashboard for real-time access to call statistics.

Help Desk – TelaForce Help Desk is located in Okaloosa County and users contact it for assistance by calling a dedicated telephone number or through email. End-users can also contact the Help Desk via a self-service portal or through a toll-free telephone number to avoid long-distance charges, which benefits outlying school sites.

Our Help Desk focuses on first-call resolution (FCR). The primary goals of FCR are increased end-user satisfaction and reduced costs. TelaForce's Help Desk approach relies on training, tools, and standardized processes in order to realize a high FCR. This leads to a reduced need for desk-side support, which enhances end-user productivity (less down time), resulting in a high customer satisfaction.

Service Level Industry-Standard "Best Practices" – The Help Desk ensures that trouble tickets are escalated in a timely, efficient, and proper manner. Calls to the Help Desk are measured with an automated call distribution (ACD) system. We provide reports that measure the service level requirements based on best practices.

TelaForce has demonstrated our ability to meet and exceed the service requirements for our customers. The Help Desk monitors systems to determine, diagnose, and resolve problems through customer contact and proactive alerts/tools such as OpenNMS. To further enhance the effectiveness of our Help Desk, we employ remote diagnostic and resolution tools, such as VNC, Microsoft System Center

Configuration Manager (SCCM), and Bomgar. These tools allow us to remotely resolve caller issues, decreasing downtime and allowing students, teachers, and staff to quickly resume normal activities.

Service Level Definitions – TelaForce understands the requirements to meet industry standards: Average Speed of Answer (ASA), Abandoned Call, FCR, and Cycle Time Rate. TelaForce currently meets the industry standards and plans to exceed them for all customers.

7.2 ASSET MANAGEMENT

TelaForce tracks more than 17,000 assets and performs detailed reporting on all assets. We also track refresh dates for all assets depending on hardware type—i.e., server (5 years), laptop (3 years), and desktop (3 years).

Our cradle-to-grave approach is based on our ISO-certified Configuration Management processes, as well as our knowledge of the customer environment. The major tasks in asset management are acquisition; installation; MAC; configuration modification; and disposal, tracking, and reporting. Equipment acquired from vendors is configured, delivered, installed at the end-user's desktop/laptop, and maintained by remote or onsite support. Over its life cycle, a unit of equipment may be moved or reassigned to a new classroom, school, or other administrative site or the hardware may be updated to ensure minimum configuration standards are met. Eventually, the equipment becomes obsolete and must be disposed of. Disposal of all hardware must be completed in compliance with state regulations of hardware decommissioning, including the wiping of data on each hard drive.

Ensuring Inventory Accuracy – TelaForce houses all asset data in a formal configuration management database (CMDB) and maintains a better than 99% accurate inventory of all District assets—both seat managed and supported. All assets receive a physical asset tag with the following information on it: serial number, bar code (using serial number), property of, Help Desk phone number, and purchase date.

Inventory Process Improvements

TelaForce reduced the time and personnel required to complete physical inventories of OCSD seat management equipment from 6 weeks to less than 4 weeks.

TelaForce conducts a yearly physical inventory of all assets and generates reports of current inventory at individual sites at the end of a site visit. Asset inventory is updated daily as information changes due to MACs (e.g., site, building number, room, teacher name, hardware or software updates) and is processed through the Help Desk ticketing system.

TelaForce also uses SCCM to enable electronic inventory of assets through IP addresses at each site and allows management of hardware and software configurations.

Supplementing these inventory tools are the reporting aspects of inventory, which also help determine inventory accuracy, and include:

- Asset reporting and monthly bills created using our CMDB. Since the bill is created directly from the CMDB, there is monthly verification of all assets.

- Custom reporting, inventory on demand, and electronic inventory software that are used to verify selected assets.
- Research of client history generated from District notification of hiring, transfer, or termination from the customer employment system. This allows for accurate deployment, collection, and relocation of assets as needed.
- SCCM is used to electronically inventory assets from a remote destination. This enables TelaForce to see where the assets are physically located, based on IP ranges.

Automating Collection of Individual Desktop Configuration Data – TelaForce uses SCCM to automate the collection of individual desktop configuration data, which includes installed software packages and versions, logon information, current hardware configuration, Basic Input/Output System (BIOS) information, and alerts on unapproved software installations.

Coordinate Licensing to Achieve Economies of Scale – TelaForce approach to managing software licensing is to proactively inform the customer of upcoming license renewals, license shortfalls, and license consolidation. We meet with customer to inform them of changes in areas such as mailbox, asset, and server growth or reductions and help the customer determine the needs of enterprise software licensing on a yearly basis.

Achieving Economies of Scale

TelaForce was able to provide OCSD a cost savings of \$10,000 by consolidating 10 Scholastic Enterprise servers into a single District-wide seat managed server.

7.3 MOBILE DEVICE MANAGEMENT

In keeping with TelaForce Help Desk concept of single point of contact/single point of resolution,

TelaForce fully integrates support for mobile devices into our Seat Management and Help Desk operations. TelaForce's staff is very knowledgeable in remote management of workstations, which will directly translate into our ability to succeed with the customer's Mobile Device Management (MDM) requirements.

TelaForce has been a leader in implementing MDM tools to provide ease of deployment, security, asset management, application management, and assistance to mobile device users. This extends to both customer-owned mobile devices and the "bring your own device" (BYOD) concept, which is gaining prevalence in many organizations. While supporting the flexibility that users demand, our MDM solution will increase security through effective mobile computing standards and encryption, as shown in Exhibit 7.3-1.

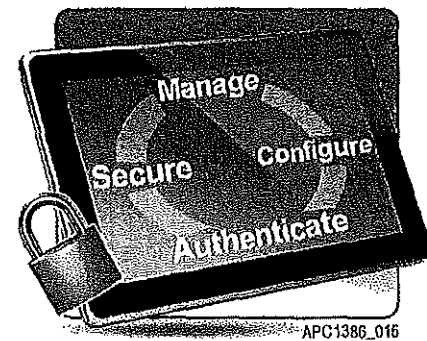


Exhibit 7.3-1: TelaForce Mobile Device Management

MDM increases security through effective mobile computing standards and encryption.

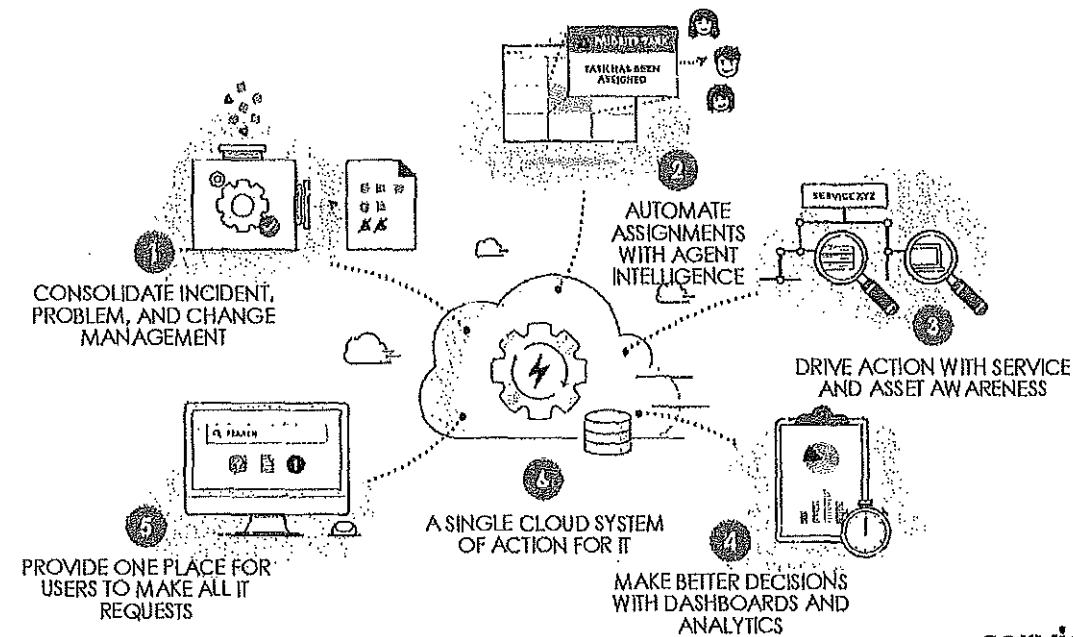
Mobile devices do not require the same level of operating system and application management as desktops and laptops. However, they must still be managed. These devices require centralized management that is capable of allowing access to multiplatform mobile devices.

7.4 ITSM TOOLS USING SERVICENOW

ServiceNow Implementation Services

Highly complementary to our TelaForce state-of-the-art Service Desk solution and services, our team provides subject matter expertise to help organizations achieve digital transformations and modernization of their service management infrastructure with ServiceNow services. As a ServiceNow public sector technology partner, we believe ServiceNow represents the best solution for state and local organizations. The TelaForce technology team has worked with the ServiceNow platform for nearly a decade with other SLED and commercial organizations. Our implementation of ServiceNow platform services will allow the consolidation of service management, incident management tracking, process management and tools to transform the way services are delivered, while improving the customer experience. Our ServiceNow implementation services will automate workflows, provide real-time visibility, improve IT productivity and allow organizations to channel operational investments to innovation.

How to Modernize IT Service Management



servicenow

Some of the additional benefits an organization will recognize include increased IT productivity and new technology that incorporates machine learning to automate routine tasks. Organizations will also receive the insights needed to continuously improve. As a seasoned ServiceNow technology partner we are pleased to offer the following ServiceNow services individually or in bundles:

Change Management

Our change management services allow IT change processes to minimize the risks and costs associated with rapid unplanned changes. Automate the planning and scheduling of CAB (Change Advisory Board) meetings with CAB Workbench and set expectations for planned changes. Increase user satisfaction and decrease unwarranted ticket requests with automated change notifications.

Benefits

Prevents wasting time in change advisor meetings

Minimizes the risks and costs associated with unplanned changes

Centralized Configuration Management Database (CMDB)

TelaForce consolidates disparate IT management systems into a single system of action/single source of truth, allowing IT to see exactly what assets are in your IT environment, what services they are related to, and how they're functioning at all times. See the relationship between the CIs and services to proactively manage the impact of changes on your services. Monitor the quality of your CMDB data with the CMDB Health Dashboard.

Benefits

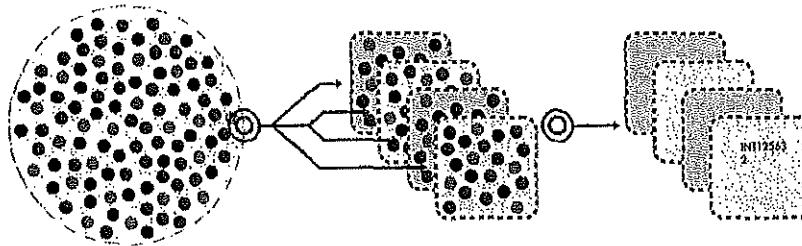
Provides better service visibility and control of your environment

Makes better decisions with full understanding of risk and impact

Event Alert/Management

Our robust event and alert management infrastructure services will allow customers to prioritize and filter through the variety of messages and alerts from current disparate systems prior to an incident actually being created. One of the largest challenges an organization faces is an overabundance of alerts and messages.

Alert Correlation/Aggregation



Filtering, transformation, consolidation, and de-duplication -- before creating an incident

Our services will allow customers gain visibility into their IT team's service commitments and performance. Proactively manage SLAs with the color-coded visual SLA Timeline that allows managers to see individual SLA progress and events triggering stage changes. Prioritize tasks, check statuses, reassign ownership, and escalate issues when needed, allowing you to always provide your best service for what matters most to your organization.

Benefits

Action on the really important events and ignore the noise to better serve your teachers and students

Better efficiency and save on human capital and you will be better able to respond to real issues

Continual Improvement Management

Continual Improvement Management (CIM) services functionality aligns data, people, and business goals for managing and measuring the strategic roadmap for IT improvements. With a structured framework and workflow, CIM enables cross-team collaboration and ensures all improvements are efficiently reviewed and prioritized.

Benefits

Reduces costs and focuses resources on innovation for the business

Allows cross-team collaboration to manage and measure IT improvements

ATTACHMENTS

TelaForce provides the following completed forms, as required by the RFQ:

- Drug-Free Workplace Certification Form
- Conflict of Interest
- Federal E-Verify
- Code of Silence Form
- Indemnification and Hold Harmless
- Addendum Acknowledgement
- Company Data
- System Award Management Form
- List of References
- Certification Regarding Lobbying
- Sworn Statement – Public Entity Crimes
- Governmental Debarment & Suspension
- Vendor's on Scrutinized Companies List

**RFQ IT 73-19
TelaForce LLC.
Attachment B-
Contractor's Bid**