

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 04/18/2024

Contract/Lease Control #: C24-3978-AP

Procurement#: RFP AP 17-24

Contract/Lease Type: CONTRACT - AGREEMENT

Award To/Lessee: SECURITY ENGINEERING, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 04/16/2024

Expiration Date: 04/15/2027 W/2 (1) YR RENEWALS

Description of: SECURITY MAINTENANCE, REPAIR AND SUPPORT SERVICES

OF THE AIRPORTS' ACCESS CONTROL AND SECURITY SYSTEM

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

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

Closed: _____

CC: BCC RECORDS

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

Procurement/Contract/Lease Number: 1000 024-3978-AP Tracking Number: 510724
Procurement/Contractor/Lessee Name: Security Engineering Grant Funded: YES ___ NO ✓
Purpose: Airports security maintenance Repair & Support services
Date/Term: 3 years w/ 2 (1 yr renewals)
Department #: 563490 04/15/2027
Account #: 4250 w/2 (1 yr renewals)
Amount: 142,987.00
Department: AP Dept. Monitor Name: STAGE

1. GREATER THAN \$100,000
2. GREATER THAN \$50,000
3. \$50,000 OR LESS

Purchasing Review

Procurement or Contract/Lease requirements are met:
Cecelia Date: 2/24/2024
Amber Hammonds, CeCelia VandenBroeck, DeRita Mason, or Erin Poole

2CFR Compliance Review (if required)

Approved as written: _____ Grant Name: _____
Required: Yes ___ No X Date: _____
Grants Coordinator – Suzanne Ulloa

Risk Management Review

Approved as written:
please see attached email Date: 2/28/24
Risk Manager or designee – (Circle One: Karen Donaldson / Jacqueline Mtichuk / Odessa Cooper-Pool)

County Attorney Review

Approved as written:
please see attached email Date: 2/29/24
County Attorney - (Circle One: Lynn Hoshihara, Kerry Parsons or Designee)

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

Approved as written: _____ Date: _____

Erin Poole

From: Odessa Cooper-Pool
Sent: Wednesday, February 28, 2024 8:39 AM
To: Erin Poole
Subject: FW: Contract Security Engineering, Inc RFP AP 17-24 Review/Approval
Attachments: RFP AP 17-24.docx

Good morning Erin,

The contract for Security Engineering, Inc has been reviewed and is approved by Risk Management for insurance purposes.

Thank you,

Odessa Cooper-Pool

Public Records & Contracts Specialist |Risk Management
Okaloosa County BCC
302 N. Wilson Street, Crestview, FL 32536
Office: 1-850-689-4111



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

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: Erin Poole <epoole@myokaloosa.com>
Sent: Tuesday, February 27, 2024 2:01 PM
To: Odessa Cooper-Pool <ocooperpool@myokaloosa.com>
Subject: Contract Security Engineering, Inc RFP AP 17-24 Review/Approval

Attached is the contract for RFP AP 17-24 for review/approval.

Thank you,

Erin Poole

Contracts & Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Phone: 850.689.5960 ext 6972 Fax: 850.689.5970
Email: epoole@myokaloosa.com



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Erin Poole

From: Lynn Hoshihara
Sent: Friday, March 1, 2024 6:38 AM
To: Erin Poole
Subject: Re: RFP AP 17-24 Contract Review/Approval Security Engineering, Inc.

Yes.

On Mar 1, 2024, at 7:01 AM, Erin Poole <epoole@myokaloosa.com> wrote:

Is this approved with the following changes?

Thank you,

Erin Poole
Contracts & Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Phone: 850.689.5960 ext 6972 Fax: 850.689.5970
Email: epoole@myokaloosa.com

<image001.jpg>

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From: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Sent: Thursday, February 29, 2024 5:06 PM
To: Erin Poole <epoole@myokaloosa.com>
Cc: Kerry Parsons <kparsons@ngn-tally.com>
Subject: Re: RFP AP 17-24 Contract Review/Approval Security Engineering, Inc.

Erin,

See attached changes. Also, be sure to include the entire RFP and their response to same.

Thanks,
Lynn

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

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From: Erin Poole
Sent: Tuesday, February 27, 2024 3:02:01 PM
To: Lynn Hoshihara
Cc: Kerry Parsons
Subject: RFP AP 17-24 Contract Review/Approval Security Engineering, Inc.

Please see attached for review/approval of contract with Security Engineering, Inc for RFP AP 17-24.

Thank you,

Erin Poole
Contracts & Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Phone: 850.689.5960 ext 6972 Fax: 850.689.5970
Email: epoole@myokaloosa.com

<image001.jpg>

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Board of County Commissioners Purchasing Department

State of Florida

Date: February 16, 2024

OKALOOSA COUNTY PURCHASING DEPARTMENT
NOTICE OF INTENT TO AWARD
RFP AP 17-24

Airports Security Maintenance, Repair, & Support Services

Okaloosa County would like to thank all businesses, which submitted bids for Airports Security Maintenance, Repair, & Support Services. (RFP AP 17-24)

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

Security Engineering, Inc.
6001 Enterprise Drive
Pensacola, FL 32505

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

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

Respectfully,

DeRita Mason
Purchasing Manager



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
SECURITY ENGINEERING OF PENSACOLA, INCORPORATED

Filing Information

Document Number	609698
FEI/EIN Number	59-1883477
Date Filed	02/13/1979
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	04/10/2017
Event Effective Date	NONE

Principal Address

6001 ENTERPRISE DRIVE
PENSACOLA, FL 32505

Changed: 02/03/2024

Mailing Address

6001 ENTERPRISE DRIVE
PENSACOLA, FL 32505

Changed: 02/03/2024

Registered Agent Name & Address

GARNER, MICAH JOSEPH
6001 ENTERPRISE DRIVE
PENSACOLA, FL 32505

Name Changed: 10/15/2021

Address Changed: 02/03/2024

Officer/Director Detail

Name & Address

Title President, CEO, Director



BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

DATE: April 16, 2024
TO: Honorable Chairman and Distinguished Members of the Board
FROM: Faye Douglas
SUBJECT: Security Engineering, Inc. Agenda Request
DEPARTMENT: OMB
BCC DISTRICT: 1,2,5

STATEMENT OF ISSUE: Request approval of the contract with Security Engineering, Inc. for Okaloosa County Airports-Security, Maintenance, Repair and Support Services of the Airports' Access Control and Security System.

BACKGROUND: A Request for Proposal for Okaloosa County Airports-Security, Maintenance, Repair and Support Services was issued with an opening date of November 20, 2023. Purchasing received four (4) responses to the solicitation. After review by Purchasing and Selection Review Committee, Security Engineering, Inc. was found to have submitted the most responsive and responsible proposal with the price most favorable to Okaloosa County and within the Airports budget for the project.

The Intent to Award was issued on February 16, 2024 and all parties were notified that Security Engineering, Inc. had been selected. The contract will be for a three (3) year period, with two (2) one-year options to renew.

FUNDING SOURCE, (If Applicable):

Department #4204

Account #546640

Amount \$16,400 per year, with 5% annual escalation

Equipment purchases to be approved by task order and charged to appropriate expense account (capital or non-capital) as incurred, not to exceed \$500,000 over term of contract.

OPTIONS: Approve/Deny/Postpone

RECOMMENDATIONS: Approval of a contract with Security Engineering, Inc. for Okaloosa County Airports-Security, Maintenance, Repair and Support Services of the Airports' Access Controls and Security System; in the amount of \$16,400 per year with a contract equipment allowance amount of up to \$500,000, to be executed by task order. (RFP AP 17-24).

Faye Douglas
Faye Douglas, Director Office of Management and Budget

4/8/2024

RECOMMENDED BY:

Craig M. Coffey
Craig Coffey, Deputy County Administrator - Operations 4/18/2024

APPROVED BY:

**AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA AND SECURITY
ENGINEERING, INC.**
CONTRACT ID _____

This Contract executed and entered into this 16th day of April, 2024, between Okaloosa County, Florida, (hereinafter the "County"), whose principal address is 1250 N. Egin Parkway, Suite 100, Shalimar, Florida 32579, and Security Engineering, Inc., (hereinafter the "Contractor"), a Florida for profit company certified to conduct business in the State of Florida, whose principal address is 6001 Enterprise Drive, Pensacola, FL, 32505, whose Federal I. D. # is 59-1883477 states as follows:

WITNESSETH:

WHEREAS, the County through a Request for Proposal and Respondents Acknowledgement solicited for Okaloosa County Airports-Security, maintenance, repair and support services; and

WHEREAS, after due review of all responses, Security Engineering, Inc. has been selected to provide Okaloosa County Airports-Security, maintenance, repair and support services; and

WHEREAS, the County, as a recipient of federal assistance, is required to incorporate specific provisions in all contracts, regardless of funding source, with additional provisions being required for federally funded projects. These provisions are being incorporated per this amendment as stated in Exhibit "B" "attached hereto; and

WHEREAS, the County desires the services of the Contractor and the Contractor is willing and able to perform all services in accordance with this Contract.

NOW, THEREFORE, the parties hereto agree as follows:

I. Incorporation of Documents

The following documents are incorporated herein by reference into this Contract and are attached as:

1. Exhibit "A", Request for Proposals & Respondent's Acknowledgment/Contractor's Submittal, **RFP AP 17-24, OKALOOSA COUNTY AIRPORTS-SECURITY, MAINTENANCE, REPAIR AND SUPPORT SERVICES**; date of opening December 20, 2023 and any addendums thereto.
2. Exhibit "B", Standard Additional Clauses, attached hereto and made a part of this contract.

All terms within the above referenced documents are in full force and effect and shall be binding upon both parties.

II. Scope of Work

The Contractor will provide services as further outlined in the attached Exhibit "A". Any changes to this Contract shall be by a contract amendment, which must be agreed to in writing and fully executed by both parties.

III. Payment

The Contractor will be paid for the delivery of services provided in accordance with the terms and conditions of this contract and attached Exhibit "A" (Request for Proposal & Respondent's Acknowledgment/Contractor's Submittal).

IV. Invoice Requirements

The Contractor shall request payment through submission of a properly completed invoice. County shall make payments within thirty (30) days of receipt of invoice. Invoicing and monthly reporting shall be in sufficient detail for pre- and post-audit review to ensure the services were performed and that the correct amount has been invoiced.

In the event a portion of an invoice submitted to the County for payment to the Contractor, as specified above, is disputed, payment for the disputed amount may be withheld pending resolution of the dispute, and the remainder of the invoice will be processed for payment without regard to that portion which is in dispute.

V. Duration of Contract and Termination of the Contract

This Contract will be effective upon signing of contract by both parties and will run for three (3) years with the option for two (2) one (1) year renewals upon written agreement by both parties.

The County may terminate this Contract with or without cause by providing thirty (30) days written notice to the Contractor. If terminated, Contractor shall be owed for services rendered and equipment provided up until the point of termination.

The County may terminate this Contract in whole or part for cause, if the County determines that the performance of the Contractor is not satisfactory. The County shall notify the Contractor of the deficiency in writing with a requirement that the deficiency be corrected within ten (10) days of such notice. Such notice shall provide reasonable specificity to the Contractor of the deficiency that requires correction. If the deficiency is not corrected within such time period, the County may either (1) immediately terminate the Contract, or (2) take whatever action is deemed appropriate to correct the deficiency. In the event the County chooses to take action and not terminate the Contract, the Contractor shall, upon demand, promptly reimburse the County for any and all costs and expenses incurred by the County in correcting the deficiency.

If the County terminates the Contract, the County shall notify the Contractor of such termination in writing, with instruction to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

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.

Upon receipt of a final termination or suspension notice under this Article, the Contractor shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following:

1. Necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to computed; and
2. Furnish a statement of the activities and other undertakings the cost of which are otherwise includable as costs under this Agreement. The termination or suspension shall be carried out in conformity with the latest schedule of costs as approved by the County. The closing out of federal financial participation in the services provided shall not constitute a waiver of any claim which the County may otherwise have arising out of this Agreement.

VI. Remedies

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this 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.

VII. Intent of Contract Documents

It is the intent of the Contract Documents to describe a functionally complete project to be performed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words that have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.

VIII. Investigation

Contractor shall have the sole responsibility of satisfying itself concerning the nature and

location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work site and the project area as a whole; topography and ground surface conditions; nature and quantity of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

IX. Notice

All notices required by this Contract shall be in writing to the representatives listed below:

The authorized representatives of the County shall be:

John Hofstad, County
Administrator 1250
North Eglin Parkway,
Suite 102
Shalimar, Florida 32579
Phone: 850-651-7515
Fax: 850-651-7551
Email: jhofstad@myokaloosa.com

The authorized representative for _____ shall be: Courtesy copy to:

Okaloosa County Purchasing
Department 5479A Old Bethel
Road
Crestview, FL 32536
Phone: 850-689-5960
Fax: 850-689-5998
Email: epoole@myokaloosa.com

X. Public Records

Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119.

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.**

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

1. Keep and maintain public records required by the County to perform the service.
2. 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.
3. 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.
4. 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.

XII. Audit

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

XIII. Assignment

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

XIV. Entire Contract & Waivers

This Contract and all exhibits as incorporated herein, contain the entire contract between the parties and supersedes all prior oral or written contracts. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and

conditions of this Contract can only be amended in writing upon mutual agreement of the parties and signed by both parties.

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

XV. Severability

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

XVI. Independent Contractor

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

XVII. Third Party Beneficiaries

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.

XVIII. Indemnification and Hold Harmless

Contractor agrees to hold harmless, indemnify, and defend or, at the option of the County, pay the cost of defense, the County and its representative from any and all claims, losses, penalties, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, property damage, direct or consequential damages, or economic loss, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Contract or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of

any materials, tools, machinery or other property of the County.

The Contractor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this contract or the Contractor's limit of, or lack of, sufficient insurance protection.

XIX. Representation of Authority to Contractor/Signatory

The individual signing the Contract 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 services related thereto.~~ Obligations hereunder have been duly authorized and that the Contract is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

XX. Subcontracting

Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this 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. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into, and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

XXI. Insurance

CONTRACTORS INSURANCE

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

4. With the exception of Workers' Compensation policies, the County shall be shown as an Additional Insured with Endorsement for each policy on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE

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.

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.

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 and a Waiver of Subrogation in favor of the County on the Certificate of Insurance. If there is an existing approved State of Florida Exemption for Workers' Compensation it must be provided to Okaloosa County.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage. 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

The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury liability caused by the Contractor.

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

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

PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY

Coverage must be afforded for Wrongful Acts, errors or omissions committed by the Contractor or its employees in performing its professional services under this contract. Contractor must keep insurance in force until the third anniversary of expiration of this agreement or the third anniversary of acceptance of work by the County.

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	\$1M each accident (A combined single limit)

- | | | |
|----|---------------------------------|--|
| 3. | Commercial General Liability | \$1M each occurrence
for Bodily Injury & Property
Damage
\$1M each occurrence
Products and
completed operations |
| 4. | Personal and Advertising Injury | \$1M each occurrence |
| 5. | Professional Liability (E&O) | \$1M each claim |

NOTICE OF CLAIMS OR LITIGATION

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

INDEMNIFICATION & HOLD HARMLESS

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

CERTIFICATE OF INSURANCE

Certificates of Insurance indicating the project name, number, evidencing all required coverage, and if applicable any State of Florida approved Workers’ Compensation Exemption must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County BCC, 5479-A Old Bethel Road, Crestview, Florida, 32536.

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).

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.

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.

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.

All certificates shall be subject to Okaloosa County's approval of adequacy of protection.

All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.

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.

XXII. Taxes and Assessments

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

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

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

XXIII. Compliance with Laws

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

XXIV. Federal Regulations

The parties agree to comply with the Federal Regulations as set forth in Exhibit B, which is expressly incorporated herein as part of the Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature.

Security Engineering
Micah Garner / President
Printed Name/Title

[Signature]
Signature

3/29/24
Date:

OKALOOSA COUNTY, FLORIDA

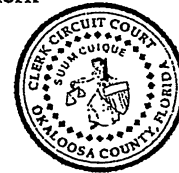
[Signature]
Paul Mixon, Chairman

4/16/2024
Date:



ATTEST:

[Signature]
J.D. Peacock II, Clerk





REQUEST FOR PROPOSALS (RFP) & RESPONDENT'S ACKNOWLEDGEMENT

RFP TITLE:
AIRPORTS SECURITY MAINTENANCE, REPAIR,
& SUPPORT SERVICES

RFP NUMBER:
RFP AP 17-24

ISSUE DATE: November 20, 2023
LAST DAY FOR QUESTIONS: December 12, 2023 @ 3:00 P.M.
ITB OPENING DATE & TIME: December 20, 2023 @ 3:00 P.M.

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

Okaloosa County, Florida solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications and conditions set forth in this RFP are incorporated into your response. A proposal will not be accepted unless all conditions have been met. All proposals must have an authorized signature in the space provided below. All proposals must be submitted electronically by the time and date listed above. Proposals may not be withdrawn for a period of sixty (60) days after the proposal opening unless otherwise specified.

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

COMPANY NAME Security Engineering Inc
MAILING ADDRESS 6001 Enterprise Drive

CITY, STATE, ZIP Pensacola, Florida 32505
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 59-1883477
TELEPHONE NUMBER: 850-484-9300 EXT: _____ FAX: _____
EMAIL: _____

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

AUTHORIZED SIGNATURE: 

PRINTED NAME: Doug Strobel

TITLE: Vice President

DATE: 01/10/2024

AIRPORTS SECURITY MAINTENANCE, REPAIR, & SUPPORT SERVICES
RFP AP 17-24

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed proposals until **3:00 p.m. (CST) December 20, 2023** for **Airports Security Maintenance, Repair, & Support Services**. Interested respondents desiring consideration shall submit their response online at Vendor Registry through the link provided below:

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

Unless otherwise stipulated in the proposal description, all responses must be submitted using Vendor Registry only. No other means of submission of responses will be accepted. Responses will be accepted by Vendor Registry until **3:00 p.m. CST December 20, 2023**, at which time all proposals that are timely submitted will be opened and reviewed.

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

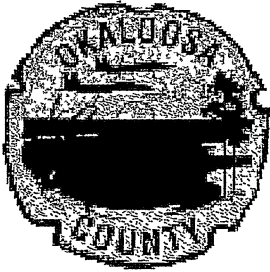
For this solicitation please contact:

Erin Poole
Contracts & Lease Coordinator
850-689-5960
epoole@myokaloosa.com

DeRita Mason
Purchasing Manager

Date

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS
ROBERT "TREY" GOODWIN, III,
CHAIRMAN



FINAL RFP
November 2023
RFP No. AP 17-24

OKALOOSA COUNTY AIRPORTS SECURITY MAINTENANCE, REPAIR, AND SUPPORT SERVICES, REQUEST FOR PROPOSALS (RFP)



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 - Federal E-verify Compliance Certification
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 - Indemnification and Hold Harmless
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 - System for Award Management
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*OKALOOSA COUNTY AIRPORTS
SECURITY MAINTENANCE, REPAIR, AND SUPPORT SERVICES
REQUEST FOR PROPOSAL (RFP) AP 17-24*

Procurement and Contracting Requirements

The initial contract term is anticipated to be three (3) years, with the option for two (2), one (1)-year renewals. Each renewal must be mutually agreed upon in writing by both parties.

**GENERAL SERVICES INSURANCE REQUIREMENTS FOR
PROFESSIONAL LIABILITY**

CONTRACTORS INSURANCE

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

WORKERS' COMPENSATION INSURANCE

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

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

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

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage. 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 liability 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.

PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY

Coverage must be afforded for Wrongful Acts, errors or omissions committed by the Contractor or its employees in performing its professional services under this contract. Contractor must keep insurance in force until the third anniversary of expiration of this agreement or the third anniversary of acceptance of work by the County.

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	\$1M each accident (A combined single limit)
3. Commercial General Liability	\$1M each occurrence for Bodily Injury & Property Damage \$1M each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1M each occurrence
5. Professional Liability (E&O)	\$1M each claim

NOTICE OF CLAIMS OR LITIGATION

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

INDEMNIFICATION & HOLD HARMLESS

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

CERTIFICATE OF INSURANCE

1. Certificates of Insurance indicating the project name, number, evidencing all required coverage, and if applicable any State of Florida approved Workers' Compensation Exemption must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County BCC, 5479-A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10 days' prior written notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice Requirement, it shall be the responsibility of the contractor to provide the proper notice.

Such notification shall be in writing by registered mail, return receipt requested, and Addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.

4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

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

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

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

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

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

EXCESS/UMBRELLA INSURANCE

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

GENERAL PROPOSAL CONDITIONS

1. PRE-PROPOSAL ACTIVITY

NOTE: In order for any respondent to obtain the technical specifications and plans related to the RFP, a Non-Disclosure Agreement form will need to be executed and returned to the Purchasing Department in order to protect sensitive security information (SSI) documents necessary to bid the requested scope.

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

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

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

Such written addenda or modification shall be part of the RFP documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit

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

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

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

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

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

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

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

All signatures shall be in blue ink. All names shall be typed or printed below the signature.

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

If the respondent is an out-of-state corporation, the proposal shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of.

3. **AUTHORITY TO PIGGYBACK** - All respondents submitting a response to this Request for Proposal agree that such response also constitutes a proposal to other Florida local governments under the same conditions, for the same contract price, and for the same effective period, should the respondent feel it is in their best interest to do so.

Each governmental agency desiring to accept this proposal and make an award thereof shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this RFP. This provision in no way restricts or interferes with the right of any governmental agency to independently procure any or all items.

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

If within 24 hours after proposals are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its proposal, that respondent may withdraw its proposal, and the proposal security may be returned. Thereafter, if the work is re-proposal, that

respondent will be disqualified from 1) further purposing on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

7. **PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE** – All proposals will remain subject to acceptance or rejection for sixty (60) calendar days after the day of the proposal opening, but the County may, in its sole discretion, release any proposal and return the proposal security prior to the end of this period.
8. **IDENTICAL TIE PROPOSALS** – In cases of identical procurement responses, the award shall be determined either by lot or on the basis of 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.
9. **CONDITIONAL & INCOMPLETE PROPOSALS** – Okaloosa County specifically reserves the right to reject any conditional proposal and proposals which make it impossible to determine the true amount of the proposal.
10. **PROPOSAL PRICE** – The proposal price shall include all equipment, labor, materials, permit(s), freight, taxes, required insurance, Public Liability, Property Damage and Workers' Compensation, etc. to cover the finished work called for.
11. **ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this proposal or resulting contract when deemed to be in the County's best interest.
12. **SPECIFICATION EXCEPTIONS** – Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer's specifications which conflict with the proposal specifications. Respondent must also explain any deviation from the proposal specification in writing, as a foot note on the applicable proposal page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with their proposal. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with proposal specifications.
13. **APPLICABLE LAWS & REGULATIONS** – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the proposal throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.
14. **DISQUALIFICATION OF RESPONDENTS** - Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its proposal:
 - a. Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name.
 - b. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.
 - c. Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.

- d. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
- e. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
- f. Default under previous contract.
- g. Listing of the respondent by Local, State or Federal Government on its barred/suspended vendor list.

15. AWARD OF CONTRACT -

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

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

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

Okaloosa County specifically reserves the right to reject any conditional proposals and proposals which make it impossible to determine the true amount of the proposal. Each item must be proposal separately and no attempt is to be made to tie any item or items to any other item or items.

- 16. PAYMENTS** – The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, 101 E James Lee Blvd, Rm 108, Crestview FL 32536, for the prices stipulated herein for articles delivered and accepted. Invoices must show Contract number.

- 17. DISCRIMINATION** – An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

- 18. 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.

19. **CONFLICT OF INTEREST** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposals the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

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

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

21. **INVESTIGATION OF RESPONDENT** – The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.

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

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

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

24. **COMPLIANCE WITH FLORIDA STATUTE 119.0701** – The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.

25. **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.

26. **SUSPENSION OR TERMINATION FOR CONVENIENCE** – The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.
27. **FAILURE OF PERFORMANCE/DELIVERY** - In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the contract and removal of the respondent from the proposal list for duration of one (1) year, at the option of the County.
28. **AUDIT** - If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this contract from the date of the contract through and until three (3) years after the expiration of contract.
29. **EQUAL EMPLOYMENT OPPORTUNITY; NON-DISCRIMINATION** – Respondent shall not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.
30. **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.
31. **UNAUTHORIZED ALIENS/PATRIOT'S ACT** – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.
32. **CERTIFICATE OF GOOD STANDING FOR STATE OF FLORIDA**- Florida Statute 607.1501 requires that all vendors who wish to do business in the State of Florida be licensed to do business through the Department of State of Florida and be in good standing with the State of Florida. As such,

to do business with Okaloosa County a vendor must provide a Certificate of Good Standing with their bid/proposal package to the County. For more information on doing business in the State of Florida, please refer to the Florida Department of State. The website to register is <https://dos.myflorida.com/sunbiz>.

33. **System of Award Management (SAM.gov).** If grant funded, all vendors must be registered in SAM in order to do business with the County. In order to be considered for the project, the vendor must be registered prior to submitting a bid/proposal with the County. Failure to show proof of SAM.gov registration at time of submitting a bid/proposal may deem the vendors bid/proposal unresponsive. You can register for SAM at the below link: <https://sam.gov/content/home>. Note it can take some time for a vendor to get registered for the System of Award Management and as such it is important to start the process as soon as possible to qualify as a responsive vendor.
34. Pursuant to section 287.05701, Florida Statutes, the County will not request any documentation of or consider a proposer's social, political or ideological interests when determining if the proposer is a responsible proposer. The County will not give a preference to a proposer based upon the proposer's social, political, or ideological interests.
35. **The following documents are to be submitted with the proposal packet:**

Part 1: Regulatory Forms and Documents:

- RESPONSE DOCUMENT #1: DRUG-FREE WORKPLACE CERTIFICATION
- RESPONSE DOCUMENT #2: CONFLICT OF INTEREST DISCLOSURE FORM
- RESPONSE DOCUMENT #3: FEDERAL E-VERIFY COMPLIANCE CERTIFICATION
- RESPONSE DOCUMENT #4: CONE OF SILENCE FORM
- RESPONSE DOCUMENT #5: INDEMNIFICATION AND HOLD HARMLESS
- RESPONSE DOCUMENT #6: ADDENDUM ACKNOWLEDGEMENT
- RESPONSE DOCUMENT #7: COMPANY DATA
- RESPONSE DOCUMENT #8: SYSTEM AWARD MANAGEMENT FORM
- RESPONSE DOCUMENT #9: LIST OF REFERENCES
- RESPONSE DOCUMENT #10: CERTIFICATION REGARDING LOBBYING
- RESPONSE DOCUMENT #11: SWORN STATEMENT – PUBLIC ENTITY CRIMES
- RESPONSE DOCUMENT #12: GOVERNMENTAL DEBARMENT & SUSPENSION
- RESPONSE DOCUMENT #13: VENDORS ON SCRUTINIZED COMPANIES LIST
- RESPONSE DOCUMENT #14: GRANT FUNDED CLAUSES
- RESPONSE DOCUMENT #15: BUY AMERICAN CERTIFICATE
- RESPONSE DOCUMENT #16: ANTI-COLLUSION STATEMENT
- RESPONSE DOCUMENT #17: CERTIFICATE OF GOOD STANDING FOR THE STATE OF FLORIDA-PROVIDED BY CONTRACTOR – see above* (vendor provided form)

Part 2: Proposal Documents:

- A. Written Proposal
- B. Bid Proposal Forms



REQUEST FOR PROPOSALS (RFP) & RESPONDENT'S ACKNOWLEDGEMENT

RFP TITLE:
AIRPORTS SECURITY MAINTENENACE, REPAIR,
& SUPPORT SERVICES

RFP NUMBER:
RFP AP 17-24

ISSUE DATE: November 20, 2023
LAST DAY FOR QUESTIONS: December 12, 2023 @ 3:00 P.M.
ITB OPENING DATE & TIME: December 20, 2023 @ 3:00 P.M.

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

Okaloosa County, Florida solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications and conditions set forth in this RFP are incorporated into your response. A proposal will not be accepted unless all conditions have been met. All proposals must have an authorized signature in the space provided below. All proposals must be submitted electronically by the time and date listed above. Proposals may not be withdrawn for a period of sixty (60) days after the proposal opening unless otherwise specified.

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

COMPANY NAME Security Engineering Inc
MAILING ADDRESS 6001 Enterprise Drive

CITY, STATE, ZIP Pensacola, Florida 32505
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 59-1883477
TELEPHONE NUMBER: 850-484-9300 EXT: _____ FAX: _____
EMAIL: _____

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

AUTHORIZED SIGNATURE: 

PRINTED NAME: Doug Strobel

TITLE: Vice President

DATE: 01/10/2024

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT ("Agreement") is provided as of this ____ day of _____ 2023 (the "Effective Date"), by _____ (the "Bidder") as consideration for release of Confidential Information, as defined herein by the County of Okaloosa, State of Florida, including its officers, employees and agents (collectively, the "County").

WHEREAS, on _____, the County issued Request for Proposal No. AP-17-24, Okaloosa County Airports Security Maintenance, Repair, and Support Services (the "RFP");

WHEREAS, Bidder may be interested in submitting a bid in response to the RFP, and has requested a copy of the Plans and Specifications, as those terms are defined below; and

WHEREAS, the County agrees to release the Plans and Specifications, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of these premises, Bidder does hereby agree as follows:

1. **Recitals Incorporated** The foregoing recitals are hereby incorporated as the intent of the parties with respect to this Agreement.
2. **Definitions.**
 - a. "Bidder" means and includes the corporate entity designated above and its owners, principals, officers, employees, agents, and subcontractors. Bidder includes the Contractor.
 - b. "Confidential Information" means the Plans and Specifications and any other document or information provided to the Bidder concerning the County's existing security system for Okaloosa County Airports.
 - c. "Contractor" means the Bidder selected by the County to perform the work solicited through the RFP. The Contractor is selected by the posting of a Notice of Award.
 - d. "Plans" means the official drawings or exact reproductions for the work described in the RFP and attached Contract Documents.
 - e. "Records" means any and all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission made or received by Bidder and/or Contractor in connection with the RFP or the performance of the work described in the RFP and attached Contract Documents.
 - f. "Specifications" means the written directions and requirements for completing the work described in the RFP, the description of existing systems and procedures, and attached Contract Documents.
 - g. "Subcontractor" includes any and all persons or entities (1) engaged by Bidder or Contractor in connection with the work described in the RFP and attached Contract Documents; or (2) from which Bidder or Contractor solicits proposals or quotes in anticipation of being engaged by Bidder in connection with the work described in the RFP and attached Contract Documents.
3. **Term.** This Agreement, and the duties and obligations of the Bidder set forth herein, shall commence on the Effective Date and remain in effect for a period of twenty-five (25) years.

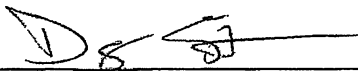
4. **Affirmative Duties**

- a. Bidder shall keep, and take all necessary precautions to keep, the Confidential Information secure and confidential.
- b. Except as provided in the following subsection, Bidder shall not disclose or give any third-party access to the Confidential Information, directly or indirectly, without the prior written consent of the County, which may be withheld by the County for any reason.
- c. Bidder may disclose or give Confidential Information to Subcontractors, subject to the following limitations:
 - i. Bidder shall limit the Confidential Information disclosed or given to the Subcontractor to that which is necessary; and
 - ii. Bidder shall require the Subcontractor to limit the Confidential Information disclosed or given to their Subcontractor to that which is necessary.
- d. Bidder shall not reproduce Confidential Information or create Records detailing or depicting Confidential Information.
- e. Except for the Contractor, within thirty (30) days of posting of the Notice of Award by the County, Bidders shall return their copies of the Plans and Specifications to the County at:

Contact Person: _____.

5. **Liquidated Damages** Bidder understands, acknowledges, and agrees that it would be impracticable and extremely difficult to ascertain the amount of actual damages caused by a breach of the Bidder's Affirmative Duties above, which shall constitute a material breach. If Bidder breaches any of these Affirmative Duties without prior written authorization from the County or without being ordered by a Court of competent jurisdiction to do so, then Bidder shall pay the County as liquidated damages, five thousand dollars (\$5,000) for each breach. Bidder further agrees that this "liquidated damages provision" represents reasonable compensation for the loss which would be incurred by the County as a result of any such breach. Bidder also agrees that nothing in this section is intended to limit the right of Bidder to obtain injunctive relief as may be appropriate.

WHEREOF, Bidder has executed this Agreement as of the date first above written.



(Authorized Signature)

Vice President

(Title of Authorized Signatory)

Security Engineering, Inc.

(Bidder)

RESPONSE DOCUMENT #1: DRUG-FREE WORKPLACE CERTIFICATION

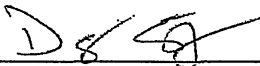
THE BELOW SIGNED RESPONDENT CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

DATE: 01/10/2024
COMPANY: Security Engineering Inc
ADDRESS: 6001 Enterprise Drive
Pensacola, Florida 32505

PHONE #: 850-484-9300

SIGNATURE: 
NAME: Doug Strobel
(TYPED OR PRINTED)
Vice President
TITLE:
E-MAIL: doug.strobel@seceng.com

RESPONSE DOCUMENT #2: CONFLICT OF INTEREST DISCLOSURE FORM

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

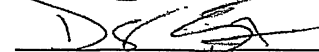
Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no." If yes, give person(s) name(s) and position(s) with your business.

YES: _____ NO: _____

NAME(S) POTISTION(S)

FIRM NAME: Security Engineering, Inc

BY (PRINTED): Doug Strobel

BY (SIGNATURE): 

TITLE: Vice President

ADDRESS: 6001 Enterprise Drive

Pensacola, Florida 32505

PHONE NUMBER: (850) 484-9300

E-MAIL: doug.strobel@seceng.com

DATE: 1/10/2024

RESPONSE DOCUMENT #3: FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

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

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

DATE: 01/10/2024

SIGNATURE: 

COMPANY: Security Engineering Inc

NAME: Doug Strobel

ADDRESS: 6001 Enterprise Drive

TITLE: Vice President

Pensacola, Florida 32505

E-MAIL: doug.strobel@seceng.com

PHONE #: 850-484-9300

RESPONSE DOCUMENT #4: CONE OF SILENCE FORM

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

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

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

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

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

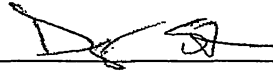
I, DGA representing Security Engineering, Inc.
Signature Company Name

on this 10 day of January 2023 I hereby agree to abide by the County's "Cone of Silence Clause" and understand violation of this policy shall result in disqualification of my proposal/submittal.

RESPONSE DOCUMENT #5: INDEMNIFICATION AND HOLD HARMLESS

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

Security Engineering Inc



Proposer's Company Name

Authorized Signature – Manual

6001 Enterprise Drive, Pensacola, FL 32505

Doug Strobel

Physical Address

Authorized Signature – Typed

6001 Enterprise Drive, Pensacola, FL 32505

Vice President

Mailing Address

Title

850-484-9300

Phone Number

FAX Number

Cellular Number

After-Hours Number(s)

01/10/2024

Date

RESPONSE DOCUMENT #6: ADDENDUM ACKNOWLEDGEMENT
RFP AP 17-24

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

A. <u>ADDENDUM NO.</u>	B. <u>DATE</u>
Addendum 1 RFP AP 17-24	12-15-2023
Addendum 2 RFP AP 17-24	12-15-2023

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

RESPONSE DOCUMENT #7: COMPANY DATA

Respondent's Company Name: Security Engineering Inc

Physical Address & Phone #: 6001 Enterprise Drive
Pensacola, Florida 32505

Contact Person (Typed-Printed): Micah Garner

Phone #: 850-484-9300

Cell #: 850-380-3803

Federal ID or SS #: 59-1883477

DUNNS/SAM #: 085719417 / 1X6X5

Respondent's License #: EF0000260

Additional License – Trade and Number

Fax #: 850-478-5020

Emergency #'s After Hours,
Weekends & Holidays: 850-484-9300

DBE/Minority Number:

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

(a) Definitions. As used in this provision.

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

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

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

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

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

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

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

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

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

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

(1) Company legal business name.

(2) Trade style, 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: Security Engineering of Pensacola, Inc.

Entity Address: 6001 Enterprise Drive, Pensacola, FL 32505

Sam.gov Unique Entity Identifier: CTHJJOTKFKN7

CAGE Code: 1X6X5

RESPONSE DOCUMENT #9: LIST OF REFERENCES

1. Owner's Name and Address: Pensacola International Airport

Contact Person: Ken Ibold Telephone # (850) 436-5131

*Email: kibold@cityofpensacola.com

2. Owner's Name and Address: Gulf Shores International Airport

Contact Person: Marisa Montgomery Telephone # (251) 967-3968

*Email: mmontgomery@flyjka.com

3. Owner's Name and Address: Baptist Healthcare of Pensacola

Contact Person: Eamonn Wheelock Telephone # (405) 537-0601

*Email: _____

4. Owner's Name and Address: _____

Contact Person: _____ Telephone # (_____) _____

*Email: _____

5. Owner's Name and Address: _____

Contract Person: _____ Telephone # (_____) _____

*Email: _____

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

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

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

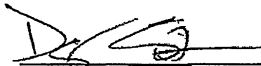
The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

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

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

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

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

 _____ Signature of Contractor's Authorized Official

Doug Strobel _____ Name and Title of Contractor's Authorized Official
Vice President
1/10/2024 _____ Date

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

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

1. This sworn statement is submitted for _____
2. This sworn statement is submitted by Security Engineering, Inc.
whose business address is: 6001 Enterprise Drive, Pensacola, FL 32505
and (if applicable) its Federal Employer Identification Number (FEIN) is (If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: 59-1883477)
3. My name is Doug Strabel and my relationship to the entity named above is Vice President
4. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Section 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record, relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Section 287.133(1) (a), Florida Statutes, means:
 - (1) A predecessor or successor of a person convicted of a public entity crime; or
 - (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors,

executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

DS 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: 1/10/2024 Signature: [Signature]

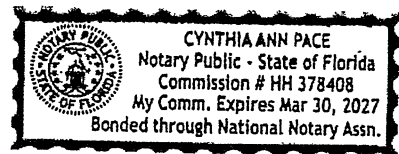
STATE OF: Florida

COUNTY OF: Escambia

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 10th day of January, in the year 2024.

My commission expires: Cynthia A. Pace
Notary Public
Cynthia A. PACE

Print, Type, or Stamp of Notary Public



Personally known to me, or Produced Identification:

Type of ID

RESPONSE DOCUMENT #12: GOVERNMENT DEBARMENT & SUSPENSION

Instructions

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


which this transaction originated may pursue available remedies, including suspension and/or debarment.

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R. Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING CERTIFICATION]

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

Doug Strobel, Vice President
Printed Name and Title of Authorized Representative


Signature

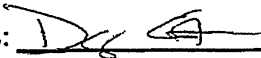
1/10/2024
Date

RESPONSE DOCUMENT #13: VENDORS ON SCRUTINIZED COMPANIES LISTS

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

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

DATE: 01-10-2024

SIGNATURE: 

COMPANY: Security Engineering Inc

NAME: Doug Strobel
(Typed or Printed)

ADDRESS: 6001 Enterprise Drive
Pensacola, Florida 32505

TITLE: Vice President

E-MAIL: doug.strobel@seceng.com

PHONE NO.: 850-484-9300

GRANT FUNDED CLAUSES

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

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

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

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

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

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

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

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

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

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

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

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

direction by the administering agency the *Proposer* may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

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

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

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

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

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

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

the Certification of Offeror /Bidder Regarding Debarment, herein; (3) Inserting a clause or condition in the covered transaction with the lower tier contract.

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

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

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

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

Record Retention (2 CFR § 200.33): Applicability: All Contracts that received or may receive federal grant funding. Requirement: *proposer* will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.

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

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

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

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

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

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

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

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

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

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

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

Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216):

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

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

Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170):

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

Federal Awardee Performance and Integrity Information System (FAPIIS)(The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII):

Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. **Requirement:** The *Proposer* shall update the information in the Federal Awardee Performance and

Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

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

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

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

RESPONSE DOCUMENT #14: GRANT FUNDED CLAUSES

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

DATE: 01-10-2024

SIGNATURE: 

COMPANY: Security Engineering Inc

NAME: Doug Stobel

ADDRESS: 6001 Enterprise Drive
Pensacola, Florida 32505

TITLE: Vice President

E-MAIL: doug.stobel@seceng.com

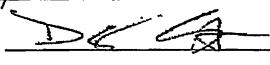
PHONE NO.: 850-484-9300

RESPONSE DOCUMENT #15-BUY AMERICA CERTIFICATES

If steel, iron, or manufactured products (as defined in 49 CFR §§ 661.3 and 661.5 of this part) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR § 661.13(b) of this part.

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

DATE: 1/10/2024
SIGNATURE: 
COMPANY: Security Engineering, Inc.
NAME: Doug Strobel
TITLE: Vice President

Certificate of Non-Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

DATE: _____
SIGNATURE: _____
COMPANY: _____
NAME: _____
TITLE: _____

RESPONSE DOCUMENT #16-ANTI-COLLUSION STATEMENT

ANTI-COLLUSION STATEMENT: The below signed bidder has not divulged to, discussed or compared his bid with other bidders and has not **colluded with any other bidder or parties to bid whatever.** Note: **No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials.** Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

Security Engineering Inc

Bidder's Company Name

6001 Enterprise Drive

Address

Pensacola, Florida 32505

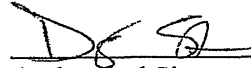
Address

850-484-9300

Phone #

59-1883477

Federal ID # or SS #



Authorized Signature – Manual

Doug Strobel

Authorized Signature – Typed

Vice President

Title

Fax #

Date Submitted: 1/10/2024

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 consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose

such contract sanctions as it or

the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);

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

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
 - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
 - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
 - c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
 - a. All new employees.
 - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or

- b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section; or
 - ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State 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, 2986 (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-

- (2) 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;
- (3) Has a value of more than \$3,500; and
- (4) Includes work performed in the United

SUBMITTAL AND EVALUATION PROCESS

1.1 OVERVIEW

Okaloosa County will award this security system maintenance, repair, and support services contract based upon a best value evaluation of all Vendors. This will include evaluation of the technical capabilities of Vendors, management approach, past performance, and price. Parts A and B will be submitted together in one electronic package but clearly marked so that they can be separated by Okaloosa County Purchasing. Part A will be reviewed and scored by the County's standing Procurement Selection Committee and Part B will be independently scored by Purchasing Department staff so that it is understood and done uniformly for each submission.

The points assignments can be summarized as follows:

Part A – Qualifications	Description	Maximum Points
Section 1a	Management Section	30
Section 1b	Technical Approach Section	20
Part B – Price		
Bid Items 1, 2, and 3	Lump Sum Prices	20
Bid item 4a	Material Mark up	15
Bid item 4b	Labor Burden Mark up	15
Total		100

2.1 PROPOSAL FORMAT

All proposal materials shall be provided in two parts with sub sections.

Part A – Qualifications

Section 1a: Management – This section shall have the project/program management approach and past performance information.

Section 1b: Technical Approach – This section shall have the technical capabilities and approach of the Vendor(s).

Part B – Price Proposal

Price – This section shall have the price proposal submitted in a separate envelope / electronic section or file and marked "Part B – Price Proposal".

2.2 PROPOSAL CONTENT

Part A – Qualifications

Section 1: Management – This section shall have the project/program management approach and past performance information.

Section 1a: Management Section (no longer than a total of seven (7) pages) **30 Points**

- A. Cover Letter (no longer than one page): The letter shall clearly identify exceptions, if any, to the RFP.
 - 1. The letter shall contain: Name and address of the Respondent.
 - 2. Name, title and telephone number of the individual authorized to negotiate and execute the Agreement.
 - 3. A statement indicating a clear understanding of the RFP and Scope of Work.

- B. Company Overview (no longer than one page): The Company Overview should present the background and capabilities of the prime Vendor. Any subcontractors should be listed with their background and capabilities.

- C. Executive Summary and project management approach (no longer than three pages):
 - 1. The Executive Summary should present the key technical and management points that the Vendor wishes to highlight to Okaloosa County.
 - 2. Project Management Approach: The Project Management Approach should address key personnel qualifications, planning, organization, execution, monitoring and control, and project closeout.

- D. Past Performance (no longer than two pages): The Performance should include three past project references, at least one of which should be for an airport or similar type/size of operation as compared to VPS. The reference information should include:
 - 1. Airport/Facility or other client Name and Location
 - 2. Point of Contact (POC)
 - 3. POC phone and email
 - 4. Project Scope
 - 5. Project Price – non-recurring and recurring
 - 6. Project Period of performance

Section 1b: Technical Approach Section (no longer than 3 pages) **20 Points**

- A. Quarterly preventive maintenance, repair, testing, and software support: Provide detailed information on the Contractor's approach to provide quarterly support as specified in the RFP. Provide classification of employees and duration they will be on site to meet the quarterly 40-hour requirement.
- B. On-call support: Provide detailed information on how the Contractor will respond to on-call service calls to meet the service level agreement (SLA). Provide names of the technical and non-technical staff who may be involved in on-call services. Indicate how an internal escalation process will work for the Contractor to ensure that required qualified resources are deployed in a timely manner.

Part B – Price

Submit cost of services as required in the bid form for the following:

- Bid Item no. 1: Basic services: Fixed prices for quarterly services per year (120 hours) for the next three years plus options for two one-year extensions. (Potential service contract of five years). Bid cost of first, second and third year. Submit escalation rate for fourth and fifth year indicated in item no. 2.
- Bid item no. 2: Escalation to the fixed services indicated in item No.1 above: Indicate yearly escalation of Contractor price in original bid number(s) to cover cost increases for the fourth and fifth year. Indicate the escalation in percentage terms.
- Bid Item no. 3: Allowance: Okaloosa County has established an allowance of **\$500,000.00** to implement any on-call repair costs, moves, and additions to the system. Refer to specification section "Allowance" for details on how it will be used. In general, the allowance budget use must be authorized by a task order created by Okaloosa County. The County may add additional funds to perform any future work approved under an FDOT or FAA grant. **Any and all unused allowance shall stay with Okaloosa County and not the Contractor.**
- Bid Item no. 4a: Maximum Mark-ups on material cost: Indicate maximum percentage mark-up that the Contractor will add to the Contractor's actual cost for equipment, supplies, software, software licenses renewals etc. For example, if the Contractor's mark-up bid indicates 10% mark-up, then the Contractor will use this mark-up on any task order work requested by Okaloosa County. This mark-up and the allowance value will be used for cost evaluation purpose to determine the bid price for this section. [e.g., a 10% markup bid will add \$50,000.00 to the Contractor's bid in order to determine low bidder calculations.]
- Bid item no. 4b: Maximum labor burden mark-up to raw labor rate: Indicate maximum labor burden rate contractor will be expecting on raw labor cost to the contractor. The labor burden shall include payroll taxes, insurance and other fringe benefits plus contractor's facility overhead and profit (e.g., 40% labor burden rate on a technician with raw salary rate of \$30/Hr. will be charged to the county at \$30 x1.4=\$42.00/hr.).

3.1 EVALUATION CRITERIA

The evaluation of the proposal will be reviewed by a committee formed by Okaloosa County. The committee may contact past performance contacts or visit referenced airports/facilities to observe the Vendor's work quality and performance.

The evaluation factors are identified in the following paragraphs:

A. Management Section: 30 points

1. Key personnel qualifications. (10 points)
2. Project management approach is consistent, reasonable, and low risk. (10 points)
3. Past performance demonstrates vendor's capability. (10 points)

B. Technical Approach Section: 20 points

1. Technical Approach to provide services.

C. Price Section:

The Contractor / Vendor shall submit their Price Proposal on the bid form provided and completed in accordance with the instructions to bidders.

1. Bid Items 1, 2 and 3: Lump Sum prices: 20 points

The lowest bidder of all bid items combined, with the exception of the \$500,000 allowance for Bid Item No. 3, will be awarded 20 points. To clarify, the sum for the evaluation will be the lump sum cost for the 5-year service agreement (fixed costs for year 1-3 and the escalated costs—fixed Year 3 cost + added percentage increase for years 4 and 5). Each of the other bidder's points will be reduced at .5 points for every 1% difference in price. For example: If the second low bidder is 5% higher, then he will receive 17.5 points and so on for the third bidder etc.

2. Bid Item 4a: 15 points

The lowest material mark ups will be awarded 15 points. Each of the other bidder's points will be reduced by .5 point for every 1% increase in the mark up. For example, if low bidder has 15% mark up and the second low bidder has 20% mark up. Low bidder will receive 15 points and second lowest 12.5 points.

3. Bid Item 4b: 15 points.

The lowest labor burden mark ups will be awarded 15 points. Each of the other bidder's points will be reduced by .5 point for every 1% increase in the mark up. For example, if low bidder has 35% mark up and the second low bidder has 40% labor burden mark up. Low bidder will receive 15 points and second lowest 12.5 points.

BID PROPOSAL FORM
Okaloosa County RFP AP-17-24

BID ITEM No.1 Basic Services	Annual Basic Services			Total Proposed Cost (Years 1-3)
	Year 1	Year 2	Year 3	
VPS, DTS, and CEW				

BID ITEM No. 2 Escalation cost in % to 3rd year bid price for 4th and 5th year

Escalation Cost: _____ % Per Year for 4th and 5th year.

BID ITEM No. 3 Allowances

Allowance: \$500,000.00

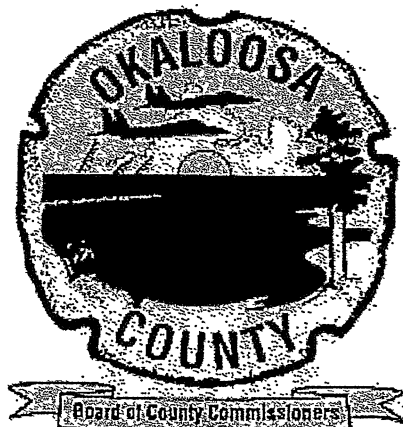
BID ITEM No. 4 Maximum % Mark- Ups

A. Maximum mark-up on Material actual cost to contractor: _____ %

B. Maximum labor burden mark-up to raw labor rate: _____ %



Security Engineering Inc.
6001 Enterprise Drive
Pensacola, FL 32505



OKALOOSA COUNTY AIRPORTS
SECURITY MAINTENANCE, REPAIR, AND SUPPORT SERVICES, REQUEST
FOR PROPOSALS (REF No. AP 17-24)
Security
ENGINEERING, INC.



December 20th 2023

Cover Letter

Security Engineering Inc, located at:


**6001 Enterprise Drive,
Pensacola, FL 3255**

is pleased to provide this response to Okaloosa County RFP No. AP 17-24, for the Security Maintenance, Repair, and Support Services for Destin Fort Walton Beach (VPS), Destin Executive (DTS) and Bob Sikes (CEW) Airports.

Richard Pearson, Senior Account Manager, 850-484-9300 ext 312, has the authorization to negotiate and execute any agreement between Security Engineering Inc and Okaloosa County Board of County Commissioners.

Security Engineering have reviewed the Plans and Specifications provided and believe we have a good understanding of the requirements and Scope of Work of the RFP and Addendums 1 & 2.




Micah Garner, President & CEO

Security Engineering Points of Contact:

Richard Pearson, Senior Account Manager

Richard.pearson@seceng.com, 850-484-9300 Ext 312

Doug Strobel, Chief Operating Officer

Doug.strobel@seceng.com, 850-484-9300 Ext 304

Micah Garner, Chief Executive Officer

Micah.garner@seceng.com, 850-484-9300 Ext 305

Company Overview

Introduction

Security Engineering has over 40 years of experience delivering Enterprise Security and Life Safety solutions to Federal Government, Local Government, Law Enforcement, Education, Healthcare, and commercial clients. Security Engineering has garnered extensive expertise and capability in critical areas of physical security systems management and has developed mature technical practices to support design, implementation, and management efforts for network infrastructure, collaboration, continuity of operations, data management, client and mobile utilization and optimization. Security Engineering is a unique organization in the market possessing the aforementioned skill sets coupled with holding the highest level of corporate certifications with many Original Equipment Manufacturers (OEMs). Our performance has provided us with extensive knowledge of the overall technology environment as well as the issues encountered in daily operations.

“Customer first and mutual respect for all members of our community.”

Not just our motto, but words we live by in our daily interactions. This phrase encapsulates our approach with our customers, employees, OEM partners, and subcontractors. Our key focus is ensuring our customers meet their goals. To enable “Customer First,” Security Engineering first and foremost invests in its employees. We understand maintaining a base of employees who enjoy their environment and are excited to come to work each day results in a satisfied customer with results exceeding expectations. Our investment begins with multiple channels of consistent and transparent communications and includes clearly defined missions and objectives, celebration, and reward of individual or team success, charitable events, social gatherings, employee wellness, and many other programs designed for employee fulfillment. As an organization, we promote team unity and invest in processes, events, and trainings to enable the cohesion of teams. Finally, all employees participate in an annual review process to include periodic meetings throughout the year in support of the development and achievement of personal and professional goals. Our greatest resource is our people. Their combined talents and dedication make Security Engineering one of the strongest, most versatile system solutions providers in technical knowledge and innovation. The superior, specialized abilities of Security Engineering employees range from in-depth and customer-specific solutions development to advanced integration of complex, multi-discipline systems. Our employees work constantly to advance their skills through individual and manufacturer certifications in the latest developments in technologies.

Security Engineering specializes in Enterprise Level Security and Life Safety Solutions for businesses and corporations in the Panhandle of Florida, Louisiana and surrounding areas.

We regularly service the following regions:

- Pensacola, FL (Head Office)
- Baton Rouge, LA (Local Branch)
- Panama City, FL (Remote Technicians)
- Oklahoma City, Oklahoma (Remote Technicians)
- Wichita, Kansas (Remote Technicians)
- Arkansas
- Nebraska
- Georgia
- Central Florida

Management Approach

Key Personnel

Micah J. Garner

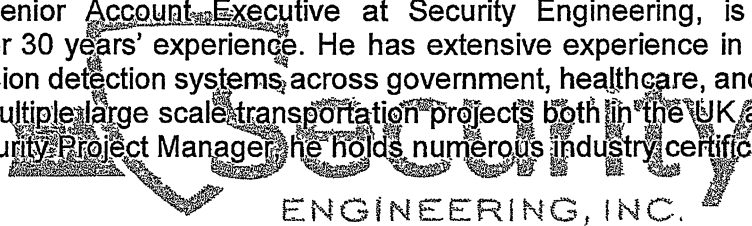
Micah Garner, President, and CEO of Security Engineering, has provided executive leadership for Security Engineering for the past decade and has been with the company for over 20 years. Along with two decades of experience in the Security and Communications Industry, he holds state licenses for Alabama, Arkansas, Florida, Georgia, Kansas, Louisiana, Nebraska, and Oklahoma. Along with numerous certifications in Security and Communications, he is NICET Level 2 certified for Fire Alarm Systems.

Doug Strobel

Doug Strobel, Vice President, and Chief Operating Officer at Security Engineering, is a security professional that brings over a decade of experience in enterprise level Access Control, Video Surveillance, Intrusion and Life Safety. He has personally overseen projects of all sizes for our customers in areas including Healthcare, Communications, Transportation (including Airports and Seaports), Industrial, Education, and Government. He specializes in building personal relationships with all his clients and has a stellar reputation in the industry for service and business excellence.

Richard Pearson

Richard Pearson, Senior Account Executive at Security Engineering, is a seasoned security professional with over 30 years' experience. He has extensive experience in access control, CCTV, automation and intrusion detection systems across government, healthcare, and education verticals as well as working on multiple large scale transportation projects both in the UK and USA. In addition to being a Certified Security Project Manager, he holds numerous industry certifications.



Project Administration

Security Engineering will assign a dedicated Project Administrator to serve as the primary point of contact for the Customer regarding the contractual and financial aspects of the project. The Project Administrator will be responsible for coordinating the Project Initiation Meeting (PIM) and follow-on Status Meetings with appropriate Customer project management and technical staff, ensuring that all reporting is properly conducted and provided as deliverables in accordance with project requirements. The Project Administrator will also define and schedule appropriate resources, provide project status and other communication, and be responsible for scope management, including responding to requests for change in scope. The Security Engineering Project Administrator shall provide exclusive direction to the Security Engineering on-site technicians.

Project Initiation Meeting

Security Engineering will schedule the PIM prior to the start of any work at Customer sites to finalize the Project Plan, to include a finalized SOW, electronic bill of materials, and integration schedule with Customer project management as directed. The PIM is designed to answer any outstanding questions, addressing all aspects of the project and ensure all parties are in complete understanding of expectations. During the PIM, Security Engineering will confirm and document all reporting requirements and performance expectations.

Project Communication

Project Status Meetings

As described above, in addition to conducting the PIM, the Security Engineering Project Administrator will schedule and host Project Status Meetings (PSM) in order to effectively keep Customer project

management apprised of progress. The PSMs will follow a mutually agreed upon frequency throughout the life of the project, and shall not exceed one hour total duration per week. PSMs may be held either at the Customer site or via teleconference. PSMs document the work performed under this project and will be provided as required by

Customer project management. PSMs will contain an accurate, up-to-date summary account of tasks completed, tasks ongoing, tasks to be worked, and any outstanding issues. These reports will follow the format provided by Customer project management. During the execution of this engagement Security Engineering will develop and provide the Customer the following deliverable products:

- Weekly PSMs
- Monthly Status Reports

Change Management

Change management is a key process in the systematic application of project management best practices. This process focuses on controlling changes to the baseline plan to ensure project success. The process supports the ability to make conscious decisions regarding specific project trade-offs between scope, schedule, resources, and other program parameters while dealing with the reality of the need to make changes. It provides all parties a recorded trail of all changes made to the project baseline plan. Once a change is proposed, it is reviewed and its impact both within and across the project functional areas is assessed. Changes that originate within a project but have an impact on other projects or organizational functions must be escalated to the Customer's project sponsor for review and approval. The proposed change's alignment with project objectives is validated and it is either approved or rejected. Once that decision has been made it must be communicated to all affected organizations and team members. Adjustments reflecting the changes are made to the project planning documents and the change documents are placed in the project notebook.

Reporting

The Security Engineering Project Administrator will ensure accurate and timely reporting for all contractual requirements under this project. All reports will be submitted electronically in Microsoft Word or PDF format and delivered during PSMs. These reporting deliverables include:

- Minutes from PSMs and other technical meetings/reviews
- Project Close-out report and minutes from Project Close-out Meeting

Quality Assurance

Security Engineering's Quality Assurance Program (QAP) starts from the ground up and consists of more than just checking equipment for failures or verifying for correct configurations. Automated procedures, reporting mechanisms, and delivery reviews provide a means for measuring and controlling quality. Our management constantly identifies opportunities for process improvement and challenges team members to improve performance and service. In addition, we make extensive use of checklists, audit reports, and quality reviews to ensure that quality requirements are consistently achieved. Our QAP will also provide a systematic approach for ensuring that any programmatic corrective and preventive actions are properly addressed and implemented during the acquisition, integration, staging, and delivery of the project. Monitoring and measuring customer feedback is necessary for continual improvement and critical to our quality system. We utilize a variety of tools and processes to pulse our customers, receive feedback, distribute the feedback to the respective delivery teams and then take necessary actions to address issues. Depending on the customer's operational environment different tools and processes are employed. Security Engineering's QAP is highly standardized and monitored activity that resides at the center of every one of our managed programs. Along with our strict adherence to documented processes, we also understand that each program is unique and requires very specific inputs in order to ensure its success.

Project Close-out

Once the solution has been delivered, the Security Engineering Project Administrator will schedule a final Project Close-out Meeting. All aspects of the project will be reviewed to ensure that Customer project management has no final requirements. As part of this meeting the following will be verified as complete:

- Providing of all documentation and deliverables identified in the SOW

Upon favorable completion of the tasks and as part of closure to this meeting, the Customer will sign the project acceptance form, signifying completion of the project.

Past Performance

1. Pensacola International Airport

Point of Contact (POC):

Ken Ibold – Deputy Airport Director

POC phone and email:

(850) 436-5131 kibold@cityofpensacola.com

Project Scope :

General Aviation Facility – Customs and Border Patrol Facility Installation of LenelS2 OnGuard Access Control, Intrusion, and Duress, Avigilon Video Surveillance, Airphone Network Video Intercom; Fiber Sensys Perimeter Intrusion Detection

SECURITY ENGINEERING, INC.

Project Price – non-recurring and recurring:

\$304,000.00 non-recurring, Service and Maintenance recurring on T&M basis

Project Period of performance:

Project: October 2020 – September 2022 Maintenance: 2016 – Present

2. Gulf Shores International Airport

Point of Contact (POC):

Marisa Montgomery – Operations Manager, Director of Finance and Administration

POC phone and email:

(251) 967-3968 mmontgomery@flyjka.com

Project Scope:

Hurricane Sally Repairs Service and Repair of Hurricane Sally Damage on the LenelS2 OnGuard Access Control System, Avigilon Video Surveillance System, and perimeter automatic vehicle gate operators.

Project Price – non-recurring and recurring:

\$32,000.00 non-recurring, Service and Maintenance recurring on T&M basis

Project Period of performance:

Project: January 2021 – February 2021 Maintenance: 2021 - Present

3. Baptist Healthcare of Pensacola

Point of Contact (POC):

Eamonn Wheelock – Executive Director, Support Services

POC phone and email:

(405) 537-0601

Project Scope:

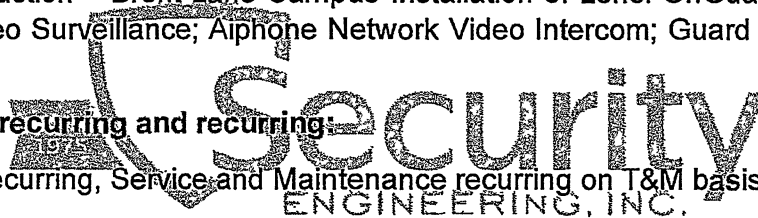
New Hospital Construction – Brent Lane Campus Installation of Lenel OnGuard Access Control and Duress; Avigilon Video Surveillance; Aiphone Network Video Intercom; Guard RFID Infant Protection System

Project Price – non-recurring and recurring:

\$3,053,000.00 non-recurring, Service and Maintenance recurring on T&M basis

Project Period of performance:

Project: May 2022 – November 2023 Maintenance 2012 - Present



Technical Approach

A. Quarterly Preventive Maintenance

General Assumptions

It is assumed that all existing installed equipment is currently in good working order and installed in accordance with the manufacturer's recommendations.

Scheduling of Inspections

All inspections will be scheduled with the customers representative at least 14 days prior to any work being carried out.

Screening & Background Checks

All Security Engineering staff will submit to customers required background checks and screening. All tool bags or other items brought on to the customer premises will be made available for any inspection as required.

Working Hours

Normal working hours are considered to be 8:00am to 5:00pm, Monday to Friday, excluding federal holidays. All other hours of work will be considered Out of Hours work.

Work Area Access

Customer will provide Security Engineering technicians reasonable access to the work areas required. It is understood that there may be reasonable delays due to operational or security events, however, all reasonable efforts will be made to allow our staff to carryout their work unhindered. Any special access equipment, i.e. Scissor Lifts, Extension Ladders etc. will be provided by Security Engineering and operated by qualified personnel.

Service Interruptions

Planned outages of parts of the systems may be required in order to fully implement any repairs or modifications to the systems and these will be done at a time mutually agreed upon with the customer or their representative.

Inspections

Quarterly inspections of the equipment will be carried out in accordance with the RFP. All necessary labor will be provided to ensure that inspections are completed in a timely manor. A record of all equipment inspected will be maintained and any equipment not inspected during an inspection period will be inspected during the next inspection period to ensure that all equipment is inspected at least twice per year.



B. On-call Support

Contact Information

Out of Hours support is available 24 hours a day 7 days a week including holidays. Support can be contacted via email and/or dedicated telephone number.

Remote Access Support

When possible remote access will be utilized to enable the quickest level of support and diagnosis of issues. Remote access support has a general response time of within 1 hour.

Response Times

When remote support is unable to rectify an issue the following response times will be actioned:

Critical Items - On-site Rspnse within 2 hours

Non-Critical Items - On-Site Response next business day

Key Personnel

Richard Pearson	Senior Account Manager
Jonathan Byrd	Service Manager
Amber Coberley	Service Support Administrator
Austin Kane	Remote Support Technician

Escalation Process

When a service call is requested and entered into our system notification is sent to all relevant personnel including the company principles, Account Managers, Service Managers, Support technicians. If a response is not made in a timely manor by the On-call technician then the call will be escalated to the Service manager by the Account manager. At any time that the customer feels that they are not receiving the necessary support in a timely manor they are able to request an escalation of the issue through the Account Manager.



BID PROPOSAL FORM
Okaloosa County RFP AP-17-24

BID ITEM No.1 Basic Services

	Annual Basic Services			Total Proposed Cost (Years 1-3)
	Year 1	Year 2	Year 3	
VPS, DTS, and CEW	\$16,400	\$17,220	\$18,081	\$51,701

BID ITEM No. 2 Escalation cost in % to 3rd year bid price for 4th and 5th year

Escalation Cost: 5 % Per Year for 4th and 5th year.

BID ITEM No. 3 Allowances

Allowance: \$500,000.00

BID ITEM No. 4 Maximum % Mark- Ups

A. Maximum mark-up on Material actual cost to contractor: 40 %

B. Maximum labor burden mark-up to raw labor rate: 50 %



CERTIFICATE OF COMPLETION

is hereby granted to

Richard Pearson

for successfully completing

NetBox Basic Certification

Certification Valid Through

11/08/2024

Deborah A. Simonson

Learning Experience Manager
LeneIS2, A Carrier Company

A handwritten signature in black ink, appearing to read 'Richard Pearson'.

General Manager, Services
LeneIS2, A Carrier Company

July 13, 2022

This certificate is hereby presented to:

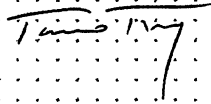
**Raymundo Macias
Macias**

to certify the completion of:

**Mission Control - Administrator Certification Training
MC-ACT-001-3.0.**

Certification Number: 436587

Valid until: January 31, 2024



Pierre Racz

President, Genetec Inc.

Genetec

 **Genetec
Security Center.**

Technical Certification



Ryan Chavers

of Security Engineering Of Pensacola dba Security

has successfully completed the OnGuard Certification Program requirements and is recognized as

OnGuard 7.6 Certified Professional - Access

PROFESSIONAL

Scan for digital authentication



connect.lenels2.com

Certification ID: 28929

Date awarded: 18 March 2020 (mm/dd/yyyy)

© Carrier



CERTIFICATE OF COMPLETION

is hereby granted to

Chad Sullivan

for successfully completing

NetBox Basic Certification

Certification Valid Through

12/28/2024

Handwritten signature of Deborah A. Simonson.

Learning Experience Manager
LenelS2, A Carrier Company

Handwritten signature of Chad Sullivan.

General Manager, Services
LenelS2, A Carrier Company

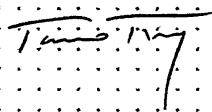
August 02, 2022

This certificate is hereby presented to:

**Raymundo Macias
Macias**

to certify the completion of:
Security Center - AutoVu Fixed Technical Certification
SC-AFC-001-5.10

Certification Number: 436587
Valid until: February 29, 2024



Pierre Racz
President, Genetec Inc.

Genetec

 **Genetec
Security Center.**

February 28, 2022

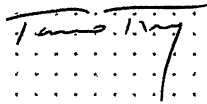
This certificate is hereby presented to:

Raymundo Macias

to certify the completion of:
Security Center - Omnicast Technical Certification
SC-OTC-001-5:10

Certification Number: 436587

Valid until: August 31, 2023



Pierre Racz

President, Genetec Inc.

Genetec

 **Genetec
Security Center**

June 29, 2022

This certificate is hereby presented to:

Scott Odom

to certify the completion of:
Security Center - Omnicast Technical Certification
SC-OTC-001-5:10

Certification Number: 724642
Valid until: December 31, 2023

Genetec

 **Genetec**
Security Center.

August 05, 2022

This certificate is hereby presented to:

Scott Odom

to certify the completion of:

**Security Center - Synergis Technical Certification
SC-STC-001-5.10**

Certification Number: 724642

Valid until: February 29, 2024

Genetec

 **Genetec
Security Center.**

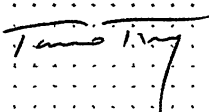
February 28, 2022

This certificate is hereby presented to:

Raymundo Macias

to certify the completion of:
Security Center - Synergis Technical Certification
SC-STC-001-5.10

Certification Number: 436587
Valid until: August 31, 2023



Pierre Racz
President, Genetec Inc.

Genetec

 **Genetec
Security Center.**

August 12, 2022

This certificate is hereby presented to:

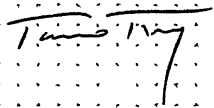
**Raymundo Macias
Macias**

to certify the completion of:

**Security Center - Synergis Advanced Configuration and Troubleshooting
SC-STC-002-5.10.**

Certification Number: 436587

Valid until: February 29, 2024



Pierre Racz

President, Genetec Inc.

Genetec

 **Genetec
Security Center.**

Technical Certification



Doug Strobel

of Security Engineering Of Pensacola dba Security

has successfully completed the OnGuard Certification
Program requirements and is recognized as

OnGuard 8.2 Certified Associate

ASSOCIATE

Scan for digital
authentication



connect.lenels2.com

Certification ID: 26833

Date awarded: 12 October 2023

© Carrier



Certificate of Completion

Josh Edwards

OnGuard 8.2 - Associate
(Core) Certification Update
July 31, 2023

OnGuard 8.2 Enterprise
8.2.524

A handwritten signature in black ink, appearing to read "Frank Piazza".

Frank Piazza
General Manager, Services
LenelS2, A Carrier Company

N/A
Product Training Specialist
LenelS2, a Carrier Company