

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 12/09/2019

Contract/Lease Control #: C20-2892-IT

Procurement#: RFQ IT 73-19

Contract/Lease Type: CONTRACT

Award To/Lessee: TECHNOLOGY INTEGRATION GROUP (T.I.G.)

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 12/03/2019

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

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

Department: IT

Department Monitor: SAMBENEDETTO

Monitor's Telephone #: 850-651-7570

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

Closed:

Cc: Finance Department Contracts & Grants Office

C20-2892-IT



PCSPECI-02

HRAMEY

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
10/27/2020

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

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

<b>PRODUCER</b> License # 0757776 Carlsbad, CA-HUB International Insurance Services Inc. 1525 Faraday Avenue Suite 200 Carlsbad, CA 92008		<b>CONTACT NAME:</b> Healy Ramey <b>PHONE (A/C, No, Ext):</b> (760) 804-0402 <b>FAX (A/C, No):</b> (760) 804-0942 <b>E-MAIL ADDRESS:</b> healy.ramey@hubinternational.com	
<b>INSURED</b>  P.C. Specialists, Inc. DBA: Technology Integration Group 10240 Flanders Court San Diego, CA 92121		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Atlantic Specialty Ins. Co. NAIC # 27154 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL. SUBR. INSD. WVD.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> zero deductible  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	711008985-0014	10/31/2020	10/31/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp Ded: \$1,000 <input checked="" type="checkbox"/> Coll Ded: \$1,000		711008985-0014	10/31/2020	10/31/2021	COMBINED SINGLE LIMIT (Ea. accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		711008985-0014	10/31/2020	10/31/2021	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	406038027-0009	10/31/2020	10/31/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Okaloosa County is named Additional Insured as specified by contract per V...

**CONTRACT#: C20-2892-IT**  
**TECHNOLOGY INTEGRATION GROUP (T.I.G.)**  
**INFORMATION TECHNOLOGY SERVICES**  
**FOR OKALOOSA COUNTY**  
**EXPIRES: 12/03/2022 W/2 1 YR RENEWALS**

**CERTIFICATE HOLDER**  
  
 Okaloosa County  
 Information Technology Department  
 5479A Old Bethel Rd.  
 Crestview, FL 32536

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  
  
 AUTHORIZED REPRESENTATIVE

# TASK ORDER APPROVAL FORM

CONTRACT #: C20-2892-IT

CONTRACT#: C20-2892-IT  
TECHNOLOGY INTERGRATION GROUP  
INFORMATION TECHNOLOGY SERVICES  
FOR OKALOOSA COUNTY  
EXPIRES: 12/03/2022 W/2 1 YR RENEWALS

TASK ORDER #: 1

TASK ORDER AMOUNT: \$ 50,000.00

OFFERED BY CONSULTANT:

PC Specialists, Inc. DBA Technology Integration Group (TIG)

FIRM'S NAME

Tom Janecek

REPRESENTATIVE'S PRINTED NAME



SIGNATURE

Chief Financial Officer

January 17, 2020

TITLE

DATE

## RECOMMENDED FOR APPROVAL (Department Director)



SIGNATURE

Director of Information Technology

TITLE

1/30/20  
DATE

## APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual)

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

  
PURCHASING MANAGER

01/31/2020  
DATE

  
OMB Director/DATE

02.07.2020  
DATE

COUNTY ADMINISTRATOR (if applicable)

CHAIRMAN (if applicable)

DATE

DATE

Okaloosa County Information Technology Consulting Services  
Contract Number C20-2892-IT  
Task Order 1

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

Scope of Basic Services

For

Okaloosa County Information Technology Services

**PURPOSE**

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

**SCOPE OF SERVICES**

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

**COMPENSATION PROVISIONS**

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

**PERIOD OF SERVICE**

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

Okaloosa County Information Technology Consulting Services  
Contract Number C20-2892-IT  
Task Order 1

**AUTHORIZED REPRESENTATIVES**

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

For COUNTY:

For CONSULTANT:

Dan Sambenedetto

Heather Reichmann

[dsambenedetto@myokaloosa.com](mailto:dsambenedetto@myokaloosa.com)

[heather.reichmann@tig.com](mailto:heather.reichmann@tig.com)

1250 Eglin Pkwy N Suite 303

106 East Gregory Street

Shalimar, FL 32579

Pensacola, FL 32502

850-651-7570, 850-200-5346


850-449-2608


Dan Sambenedetto

Heather Reichmann

\_\_\_\_\_  
REPRESENTATIVE'S PRINTED NAME

\_\_\_\_\_  
REPRESENTATIVE'S PRINTED NAME

  
\_\_\_\_\_  
SIGNATURE

  
\_\_\_\_\_  
SIGNATURE

#10230

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

Procurement/Contract/Lease Number: RFQ 7319 Tracking Number: 3065-19  
 Procurement/Contractor/Lessee Name: T.L.G. Integrator<sup>Technology</sup> Group Grant Funded: YES \_\_\_ NO X  
 Purpose: Information Technology Services for Okaloosa County  
 Date/Term: 3 yrs w/ 2-0ne(1) yr Renewals 1.  GREATER THAN \$100,000  
 Amount: \$ Est: ><100K 2.  GREATER THAN \$50,000  
 Department: IT 3.  \$50,000 OR LESS  
 Dept. Monitor Name: Dan Sambenedetto

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
Jenna Dem via coordination Date: 13 Nov 19  
 Purchasing Director or designee Jeff Hyde, DeRita Mason, Jessica Darr

**2CFR Compliance Review (if required)**

Approved as written: Not Grant Funded  
N/A Date: N/A  
 Grants Coordinator Danielle Garcia

**Risk Management Review**

Approved as written: Email dated Nov 13 19 @ 9:35 AM  
Karen Donaldson Date: 13 Nov 19  
 Edith Gibson or Karen Donaldson

**County Attorney Review**

Approved as written: Email dated Nov 12 2019 @ 2:54 PM  
Kerry Parsons Date: 12 Nov 19  
 County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

**Clerk Finance**

Document has been received:  
 \_\_\_\_\_ Date: \_\_\_\_\_  
 Finance Manager or designee

## Jesica Darr

---

**From:** Karen Donaldson  
**Sent:** Wednesday, November 13, 2019 9:35 AM  
**To:** Jesica Darr  
**Subject:** RE: RFQ IT 73-19 Risk Review for T.I.G. Requested by 15 November 2019

Jesica

This is approved by risk management for insurance purposes.

Thank you

*Karen Donaldson*

Karen Donaldson  
Public Records and Contracts Specialist  
Okaloosa County Risk Management  
5479-B Old Bethel Rd.  
Crestview, Fl. 32536  
850.683.6207  
[KDonaldson@myokaloosa.com](mailto:KDonaldson@myokaloosa.com)



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

---

**From:** Jesica Darr <[jdarr@myokaloosa.com](mailto:jdarr@myokaloosa.com)>  
**Sent:** Tuesday, November 12, 2019 3:38 PM  
**To:** Karen Donaldson <[kdonaldson@myokaloosa.com](mailto:kdonaldson@myokaloosa.com)>  
**Subject:** RE: RFQ IT 73-19 Risk Review for T.I.G. Requested by 15 November 2019

Karen,

Good Afternoon!

For this project you approved the insurance for the other contractor it was awarded to (TelaForce).

Does that mean this is good to go for the second awardee, Technology Integration Group (T.I.G.). I'm just double checking. In the future if the project is the same and the insurance is the same, however, it has 2 or more awardees do I need to send you their information separately, OR, does looking at one contract cover all awardees?

I have the contracts ready to be signed, so if you could respond NLT 15 Nov, then I would be most grateful!

## Jesica Darr

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Tuesday, November 12, 2019 2:54 PM  
**To:** Jesica Darr  
**Subject:** RE: RFQ IT 73-19 IT Tech services Contract review

**Categories:** 73- 19 RFQ IT Questions

Yes, both are approved for legal purposes.

---

**From:** Jesica Darr [jdarr@myokaloosa.com]  
**Sent:** Tuesday, November 12, 2019 3:37 PM  
**To:** Parsons, Kerry  
**Subject:** RE: RFQ IT 73-19 IT Tech services Contract review

Kerry,

Good Afternoon!

I received a legal sufficiency response for RFQ IT 73-19 for the contractor TelaForce (in a separate e-mail).

Is the below approval for the other contractor, Technology Integration Group (T.I.G.)? Just double checking.

Many thanks!

Most Respectfully,

Jesica



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

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





PCSPEC1-02

HRAMEY

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

11/19/2019

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

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

<b>PRODUCER</b> License # 0757776 Carlsbad, CA-HUB International Insurance Services Inc. 1525 Faraday Avenue, Suite 200 Carlsbad, CA 92008	<b>CONTACT NAME:</b> Healy Ramey <b>PHONE (A/C, No, Ext):</b> (760) 804-0402 <b>FAX (A/C, No):</b> (760) 804-0942 <b>E-MAIL ADDRESS:</b> healy.ramey@hubinternational.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  P.C. Specialists, Inc. DBA: Technology Integration Group 10240 Flanders Court San Diego, CA 92121	<b>INSURER A :</b> Atlantic Specialty Ins. Co.	
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> zero deductible  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	711008985-0013	10/31/2019	10/31/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY Comp Ded-\$1,000 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY Coll Ded-\$1,000	X	X	711008985-0013	10/31/2019	10/31/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			711008985-0013	10/31/2019	10/31/2020	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	406038027-0008	10/31/2019	10/31/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Okaloosa County is named Additional insured under General Liability and Auto Liability as specified by contract per VCG207, CG2037 & VCG201 with respects to operations of the Insured performed on thier behalf. 90 days notice of cancellation/15 days for non-payment Coverage is primary & non-contributory and waiver of subrogation applies to GL, Auto & WC.  
 Re: RFQ IT 73-19

**CONTRACT #: C20-2892-IT**  
**TECHNOLOGY INTEGRATION GROUP**  
**INFORMATION TECHNOLOGY SERVICES**  
**FOR OKALOOSA COUNTY**  
**EXPIRES: 12/03/2022 W/(2)- 1 YR RENEWALS**

**CERTIFICATE HOLDER**

Okaloosa County  
 5479A Old Bethel Rd.  
 Crestview, FL 32536

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BROAD FORM GENERAL LIABILITY ENDORSEMENT –  
TECHNOLOGY COMPANIES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

This endorsement extends certain coverages. The following listing and the headers in this endorsement are only for convenience. Provisions in this endorsement might be modified by other endorsements. Read the entire policy carefully to determine rights, duties and what is and is not covered.

<p><b>A. Section I – Coverages</b></p> <ol style="list-style-type: none"> <li>1. Expected or Intended Injury (Property Damage)</li> <li>2. Non-Owned Aircraft and Watercraft Under 55 Feet</li> <li>3. Broadened Property Damage – Rented Premises, Borrowed Equipment and Use of Elevators</li> <li>4. Personal and Advertising Injury Exclusions             <ol style="list-style-type: none"> <li>a. Insureds in Media and Internet Type Businesses</li> <li>b. Electronic Chatrooms or Bulletin Boards</li> </ol> </li> <li>5. Medical Payments – Increased Limits and Time Period</li> <li>6. Product Recall Expense Coverage</li> <li>7. Supplementary Payments – Cost of Bail Bonds and Loss of Earnings</li> </ol> <p><b>B. Section II – Who is an Insured</b></p> <ol style="list-style-type: none"> <li>1. Broadened Named Insured</li> <li>2. Additional Insured – Broad Form Vendor</li> <li>3. Additional Insured – Written Contract, Agreement, Permit or Authorization</li> </ol>	<ol style="list-style-type: none"> <li>4. Incidental Malpractice by Employed Physicians, Nurses, EMTs and Paramedics</li> <li>5. User of Covered Watercraft</li> <li>6. Newly Acquired or Formed Organizations</li> </ol> <p><b>C. Section III – Limits of Insurance – Aggregate Limit Per Location</b></p> <p><b>D. Section IV – Commercial General Liability Conditions</b></p> <ol style="list-style-type: none"> <li>1. Duties in Event of Occurrence, Offense, Claim or Suit</li> <li>2. Waiver of Subrogation When Required by Written Contract or Agreement</li> </ol> <p><b>E. Section V – Definitions</b></p> <ol style="list-style-type: none"> <li>1. Bodily Injury – Includes Mental Anguish</li> <li>2. Coverage Territory – Worldwide</li> <li>3. Mobile Equipment – Self-Propelled Snow Removal, Road Maintenance and Street Cleaning Equipment Less than 1,000 Pounds Gross Vehicle Weight</li> </ol>
---	---

**A. Section I – Coverages**

**1. Expected or Intended Injury (Property Damage)**

The following is added to Exclusion 2.a. **Expected Or Intended Injury of Section I – Coverages – Coverage A – Bodily Injury and Property Damage Liability:**

This exclusion does not apply to "property damage" resulting from the use of reasonable force to protect persons or property.

**2. Non-Owned Aircraft and Watercraft Under 55 Feet**

a. The following is added to Exclusion 2.g. **Aircraft, Auto or Watercraft of Section I – Coverages – Coverage A – Bodily Injury and Property Damage Liability:**

This exclusion does not apply to an aircraft that is:

- (a) Hired, chartered or loaned with a paid crew; and
- (b) Not owned by any insured.

b. The following replaces Exclusion 2.g.(2)(a) of **Section I – Coverages – Coverage A – Bodily Injury and Property Damage Liability:**

- (a) Less than 55 feet long; and

- c. The following is added to Paragraph **b.(1)** in Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions**:

This insurance is excess over any of the other valid and collectible insurance available to the insured that provides coverage for aircraft or watercraft not owned by any insured, whether such insurance is primary, excess, contingent or on any other basis.

**3. Broadened Property Damage – Rented Premises, Borrowed Equipment and Use of Elevators**

- a. The following is added to Exclusion **2.j. Damage To Property** of **Section I – Coverages – Coverage A – Bodily Injury and Property Damage Liability**:

Paragraph **(1)** of this exclusion does not apply to "property damage" to real property you rent or temporarily occupy with permission of the owner.

Paragraph **(4)** of this exclusion does not apply to "property damage" to equipment you borrow while at a job site if the equipment is not being used by anyone to perform work or operations at the time of loss.

Paragraphs **(3)**, **(4)** and **(6)** of this exclusion do not apply to "property damage" arising out of the use of elevators at premises you own, rent, lease or occupy.

- b. The following replaces Paragraph **6.** of **Section III – Limits Of Insurance**:

**6.** Subject to Paragraph **5.** above, the Damage to Premises Rented to You Limit shown in the Declarations is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises while rented to you or occupied by you with permission of the owner. If a Damage to Premises Rented to You Limit is not shown in the Declarations, that Limit will be \$500,000.

- c. The following is added to Paragraph **b.(1)** of Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions**:

This insurance is excess over any of the other valid and collectible insurance available to the insured that provides coverage for real property you rent or temporarily occupy with the permission of the owner, borrowed equipment or use of elevators, whether such insurance is primary, excess, contingent or on any other basis.

**4. Personal and Advertising Injury Exclusions**

- a. **Insureds in Media and Internet Type Businesses**

The following replaces Exclusion **2.j. Insureds In Media And Internet Type Businesses** of **Section I – Coverages – Coverage B – Personal and Advertising Injury Liability**:

"Personal and advertising injury" committed by an insured whose business is:

- (1)** Advertising, broadcasting, publishing or telecasting; or
- (2)** Designing or determining content of web sites for others.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising for you, is not by itself considered the business of advertising, broadcasting, publishing or telecasting.

- b. **Electronic Chatrooms or Bulletin Boards**

The following replaces Exclusion **2.k. Electronic Chatrooms Or Bulletin Boards** of **Section I – Coverages – Coverage B – Personal and Advertising Injury Liability**:

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns or maintains for others.

**5. Medical Payments – Increased Limits and Time Period**

The following provisions are modified only if Coverage **C** is not otherwise excluded by the provisions of this Coverage Part or any endorsement.

- a. The following replaces Paragraph **a.(3)(b)** in Paragraph **1. Insuring Agreement** of **Section I – Coverage C – Medical Payments**:

**(b)** The expenses are incurred and reported to us within three years of the date of the accident; and

- b. The following is added to Paragraph 7. of **Section III – Limits Of Insurance**:

The Medical Expenses Limit for Coverage C is the greater of \$15,000 per person or the amount shown in the Declarations.

**6. Product Recall Expense Coverage**

- a. The following is added to **Section I – Coverages**:

<b>Product Recall Expense Schedule</b>	
Product Recall Aggregate Limit	\$ 50,000
Each Product Recall Limit	\$ 25,000
Each Product Recall Deductible	\$1,000
The limits and deductible in this Schedule apply to Product Recall Expense Coverage unless other amounts are shown in the Declarations.	

**PRODUCT RECALL EXPENSE COVERAGE**

We will pay "product recall expense" incurred by you or on your behalf for a "covered recall" to which this insurance applies. This insurance applies to "product recall expense" for a "covered recall" that takes place in the "coverage territory" and during the policy period. The amount we will pay for "product recall expense" is limited as described in **Section III – Limits Of Insurance**.

We will only pay the amount of "product recall expense" in excess of the Each Product Recall Deductible shown in the Schedule above. You must pay the Each Product Recall Deductible for each "covered recall" that is initiated.

- b. The following is added to **Section III – Limits Of Insurance**:

The Product Recall Aggregate Limit shown in the Schedule above is the most we will pay for the sum of all "product recall expense" incurred for all "covered recalls" initiated during the policy period.

Subject to the Product Recall Aggregate Limit, the Each Product Recall Limit shown in the Schedule above is the most we will pay for all "product recall expenses" arising out of any one "covered recall" for the same defect or deficiency.

- c. The following is added **Section IV – Commercial General Liability Conditions**:

**Duties In The Event Of "Covered Recall"**

1. You must report a "covered recall" to us as soon as practicable and no later than 30 days after you discover or are made aware of such recall.
2. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
3. You must see to it that the following are done as soon as practicable after an actual or anticipated "covered recall" that may result in "product recall expense":
  - (a) Give us notice of any discovery or notification that "your product" must be withdrawn or recalled, including a description of "your product" and the reason for the withdrawal or recall;
  - (b) Cease any further release, shipment, consignment or any other method of distribution of such product, as well as any similar products, until it has been determined that all such products are free from defects that could result in "product recall expense";
  - (c) As often as may be reasonably required, permit us to:
    - (1) Inspect "your product" and take damaged and undamaged samples of "your products" for inspection, testing and analysis; and
    - (2) Examine and make copies from your books and records;
  - (d) Within 60 days of our request and providing you the necessary forms, send us a signed, sworn proof of loss containing the information we request to settle the claim; and

(e) Permit us to examine any insured under oath, while not in the presence of any other insured, at such times as may reasonably be required, about any matter relating to this insurance or your claim, including an insured's books and records. An insured's answers to the examination must be signed.

d. The following are added to **Section V – Definitions**:

"Covered recall" means a recall of "your product" made necessary because the insured or a government entity has determined that a known or suspected defect, deficiency, inadequacy or dangerous condition in "your product" has resulted in, or will result in, "bodily injury" or "property damage".

"Product recall expense":

a. Means the following necessary and reasonable extra expenses incurred by you or on your behalf exclusively for the purpose of recalling "your product":

- (1) Expenses for communications, including broadcast announcements or printed "advertisements" and associated stationery, envelopes and postage;
- (2) Expenses for shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
- (3) Expenses for overtime paid to your regular non-salaried "employees";
- (4) Expenses for hiring "temporary workers";
- (5) Expenses incurred by "employees", including transportation and accommodations;
- (6) Expenses to rent additional warehouse or storage space; or
- (7) Expenses for proper disposal of "your product" if the disposal is necessary to avoid "bodily injury" or "property damage" and is other than regularly used to discard, trash or dispose of "your product".

b. Does not include the following:

- (1) Damages, fines or penalties;
- (2) Defense expenses;
- (3) The cost of regaining your market share, goodwill, revenue or profit; or
- (4) Any expenses resulting from:
  - (a) Failure of any product to accomplish its intended purpose;
  - (b) Breach of warranties of fitness, quality, durability or performance;
  - (c) Loss of customer approval, or any cost incurred to regain customer approval;
  - (d) Redistribution or replacement of "your product" that was recalled with like products or substitutes;
  - (e) The insured's caprice or whim;
  - (f) A condition any insured knew, or had reason to know, of at the inception of this insurance that was likely to cause loss; or
  - (g) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

**7. Supplementary Payments – Cost of Bail Bonds and Loss of Earnings**

The following replaces Paragraphs 1.b. and 1.d. of **Supplementary Payments – Coverages A and B** in **Section I – Coverages**:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.

**B. Section II – Who is an Insured**

**1. Broadened Named Insured**

**Section II – Who Is An Insured** is amended to include as a Named Insured any legally incorporated entity in which you maintain ownership of more than 50 percent of the voting stock on the effective date of this endorsement, but only if there is no other similar insurance available to that organization. This insurance does not apply to any organization that is an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

**2. Additional Insured – Broad Form Vendor**

**a. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization (referred to below as “vendor”) with whom you have agreed in a written contract or agreement to provide insurance, but only with respect to “bodily injury” or “property damage” arising out of “your products” that are distributed or sold in the regular course of the vendor’s business. But none of these vendors are an additional insured:

- (1) If the “products-completed operations hazard” is excluded under the Coverage Part or by endorsement;
  - (2) If the vendor is a person or organization from whom you have acquired the products, or any ingredient, part or container entering into, accompanying or containing those products;
  - (3) For “bodily injury” or “property damage” for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement unless that the vendor would have otherwise been liable for such “bodily injury” or “property damage” in the absence of that contract or agreement; or
  - (4) For “bodily injury” or “property damage” caused by or arising out of:
    - (a) Any express warranty not authorized by you;
    - (b) Any physical or chemical change in the product made intentionally by the vendor;
    - (c) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
    - (d) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
    - (e) Operations to demonstrate, install, service or repair, except those operations performed at the vendor’s premises in connection with the sale of the product;
    - (f) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
    - (g) The sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf, unless such act or omission is:
      - (i) In the course of repackaging “your products” in the original container after unpacking solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer;
      - (ii) A demonstration, installation, servicing or repair operation of “your products” performed at the vendor’s premises in connection with the sale of the product; or
      - (iii) An inspection, adjustment, test or servicing of “your products” the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- b. The insurance afforded to such vendor under Paragraph a. above:**
- (1) Applies only to the extent permitted by law; and
  - (2) Will not be broader than that which you are required by the contract or agreement to provide to such vendor.

c. The following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of a vendor that qualifies as an additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less. This provision does not increase the applicable Limits of Insurance shown in the Declarations.

**3. Additional Insured – Written Contract, Agreement, Permit or Authorization**

a. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization with whom you have agreed in a written contract, agreement, permit or authorization to provide insurance but only with respect to liability for injury or damage caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf for:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" in the performance of your ongoing operations, and only until your operations are completed, for such person or organization at the location designated in the contract, agreement, permit or authorization;
- (2) "Bodily injury", "property damage" or "personal and advertising injury" in the maintenance, operation or use of equipment leased to you by such person or organization; or
- (3) "Bodily injury", "property damage" or "personal and advertising injury" in connection with premises you own, rent, lease or occupy.

b. The insurance afforded to an additional insured under Paragraph a. above does not apply:

(1) Unless:

- (a) The contract or agreement is executed, or the permit or authorization is issued, before the "bodily injury", "property damage" or "personal and advertising injury" occurs; and
- (b) The contract, agreement, permit or authorization is in effect or becomes effective during the policy period.

(2) To any:

- (a) Person or organization included as an insured under any other provision of this policy, including this or any other endorsement;
- (b) Lessor of equipment after the equipment lease terminates or expires;
- (c) Owner or other interests from whom land has been leased;
- (d) Manager or lessor of premises if:
  - (i) The "occurrence" takes place after you cease to be a tenant in that premises; or
  - (ii) The "bodily injury", "property damage" or "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
- (e) Person or organization if the "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (i) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (ii) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services; or

- (f) "Bodily injury" or "property damage" occurring after:
    - (i) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
    - (ii) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
  - c. The insurance afforded to an additional insured under Paragraph a. above:
    - (1) Applies only to the extent permitted by law; and
    - (2) Will not be broader than that which you are required by the contract, agreement, permit or authorization to provide to such additional insured.
  - d. With respect to the insurance afforded to an additional insured under Paragraph a. above:
    - (1) The following is added to Paragraph 4. **Other Insurance of Section IV – Commercial General Liability Conditions:**  
 Regardless of the provisions of Paragraphs a. and b. above, this insurance is primary to, and will not seek contribution from, any other insurance available to an additional insured if:
      - (1) Such additional insured is a Named Insured under that other insurance; and
      - (2) You have agreed in the contract, agreement, permit or authorization that this insurance would be primary and would not seek contribution from any other insurance available to such additional insured.
    - (2) The following is added to **Section III – Limits Of Insurance:**  
 The most we will pay on behalf of the additional insured is the amount of insurance:
      - a. Required by the contract, agreement, permit or authorization; or
      - b. Available under the applicable Limits of Insurance shown in the Declarations;
 whichever is less. This provision does not increase the applicable Limits of Insurance shown in the Declarations.
- 4. Incidental Malpractice by Employed Physicians, Nurses, EMTs and Paramedics**
- a. The following is added to Paragraph 2.a.(1)(d) of **Section II – Who Is An Insured:**  
 But an "employee" or "volunteer worker" employed or volunteering as a physician, dentist, nurse, emergency medical technician or paramedic is an insured if you are not engaged in the business or occupation of providing professional health care services.
  - b. The following is added to Paragraph b.(1) in Paragraph 4. **Other Insurance of Section IV – Commercial General Liability Conditions:**  
 This insurance is excess over any of the other valid and collectible insurance available to the insured for coverage for insured "employee" or volunteer worker who is a physician, dentist, nurse, emergency medical technician or paramedic, whether such insurance is primary, excess, contingent or on any other basis.
- 5. User of Covered Watercraft**
- a. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization who uses, or is responsible for the use of, a watercraft covered by this policy if the use is with your express or implied consent. But no such person or organization is an insured with respect to:
    - a. "Bodily injury" to that person's or organization's "employee"; or
    - b. "Property damage" to property:
      - (1) Owned, occupied or used by; or
      - (2) In the care, custody or control of, rented to or over which physical control is being exercised for any purpose by;
 that person or organization.



- b. The following is added to Paragraph b.(1) in Paragraph 4. **Other Insurance of Section IV – Commercial General Liability Conditions:**

This insurance is excess over any of the other valid and collectible insurance available to the insured for use of, or responsibility for use of, a watercraft covered by this policy, whether such insurance is primary, excess, contingent or on any other basis.

**6. Newly Acquired or Formed Organizations**

The following replaces Paragraph 3.a. of **Section II – Who Is An Insured:**

- a. Coverage under this provision is afforded only until the end of the policy period;

**C. Section III – Limits of Insurance – Aggregate Limit Per Location**

The following is added to Paragraph 2. of **Section III – Limits Of Insurance:**

The General Aggregate Limit applies separately to each "location" of yours. As used in this provision, "location" means premises you own, rent or lease involving the same or connecting lots, or whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

**D. Section IV – Commercial General Liability Conditions**

**1. Duties in the Event of Occurrence, Offense, Claim or Suit**

The following is added to Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:**

The requirements that you must notify us of an "occurrence", offense, claim or "suit", or send us documents concerning a claim or "suit", apply only if the "occurrence", offense, claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An "executive officer" or insurance or risk manager, if you are a corporation; or
- (4) A manager, if you are a limited liability company.

The requirement that you must notify us as soon as practicable of an "occurrence" or an offense that may result in a claim does not apply if you report the "occurrence" or offense to your workers' compensation insurer and that "occurrence" or offense later develops into a liability claim for which coverage is provided by this policy. But as soon as you become aware that an "occurrence" or offense is a liability claim rather than a workers' compensation claim, you must comply with all parts of Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions.**

**2. Waiver of Subrogation When Required by Written Contract or Agreement**

The following is added to Paragraph 8. **Transfer of Rights of Recovery Against Others to Us of Section IV – Commercial General Liability Conditions:**

We will waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" included within the "products-completed operations hazard" if the operations or work is done under a written contract or agreement with that person or organization, but only if the contract or agreement is executed before the "bodily injury" or "property damage" occurs and requires you to waive your rights of recovery.

**E. Section V – Definitions**

**1. Bodily Injury – Includes Mental Anguish**

The following is added to Paragraph 3. of **Section V – Definitions:**

"Bodily injury" includes mental anguish resulting from bodily injury, sickness, or disease sustained by a person at any time.

**2. Coverage Territory – Worldwide**

The following replaces Paragraph 4. of **Section V – Definitions:**

4. "Coverage territory" means anywhere other than a country or jurisdiction that is subject to trade or other economic sanction or embargo by the United States of America. But the insured's

responsibility to pay damages must be determined in a settlement we agree to or in a "suit" on the merits brought within the United States of America (including its territories and possessions), Puerto Rico or Canada.

**3. Mobile Equipment – Self-Propelled Snow Removal, Road Maintenance and Street Cleaning Equipment Less than 1,000 Pounds Gross Vehicle Weight**

The following is added after Paragraph 12.f.(1) of Section V – Definitions:

But a self-propelled vehicle of less than 1,000 pounds gross vehicle weight that is maintained primarily for purposes other than transportation of persons or cargo with permanently attached equipment for snow removal, road maintenance (other than construction or resurfacing) or street cleaning will be considered "mobile equipment" and not an "auto".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required by written contract or agreement	All jobs within the coverage territory
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BROAD FORM AUTOMOBILE ENDORSEMENT**

This endorsement modifies Insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

This endorsement extends certain coverages. The following listing and the headers in this endorsement are only for convenience. Provisions in this endorsement might be modified by other endorsements. Read the entire policy carefully to determine rights, duties and what is and is not covered.

<p><b>A. Drive Other Car Coverage – Executive Officers and Certain Individuals</b></p> <p><b>B. Section II – Covered Autos Liability Coverage</b></p> <ol style="list-style-type: none"> <li>1. Additional Insured – Written Contract, Agreement, Permit or Authorization</li> <li>2. Broadened Named Insured</li> <li>3. Employees as Insureds (Including Employee Hired Autos and Fellow Employee Coverage)</li> <li>4. Newly Acquired or Formed Organizations</li> <li>5. Supplementary Payments – Bail Bonds and Loss of Earnings</li> </ol> <p><b>C. Section III – Physical Damage Coverage</b></p> <ol style="list-style-type: none"> <li>1. Hired Auto Physical Damage Coverage</li> <li>2. Towing – Any Covered Autos</li> <li>3. Transportation Expenses Increased</li> </ol>	<ol style="list-style-type: none"> <li>4. Loss of Use Expenses Increased</li> <li>5. Other Coverage Extensions <ol style="list-style-type: none"> <li>a. Airbag Discharge</li> <li>b. Auto Theft Reward</li> <li>c. Loan/Lease Gap Coverage</li> <li>d. Rental Reimbursement</li> </ol> </li> <li>6. Diminution in Value</li> <li>7. Communications Equipment</li> <li>8. Deductible Waived For Glass Repair</li> </ol> <p><b>D. Section IV – Business Auto Conditions</b></p> <ol style="list-style-type: none"> <li>1. Duties in Event of Accident, Claim, Suit or Loss</li> <li>2. Waiver of Subrogation When Required by Written Contract or Agreement</li> </ol> <p><b>E. Section V – Definitions</b></p> <ol style="list-style-type: none"> <li>1. Bodily Injury – Includes Mental Anguish</li> <li>2. Executive Officer</li> </ol>
--	---

**A. Drive Other Car Coverage – Executive Officers and Certain Individuals**

1. The following is added to **Section I – Covered Autos**:

**Drive Other Car Coverage**

a. For Covered Autos Liability Coverage and Physical Damage Coverage, "autos" in the care, custody or control of an "insured" described in Paragraph 2. below, which you do not own, hire, lease or borrow, are covered "autos". But this does not include any "auto":

- (1) Owned by any "insured" described in Paragraph 2. below, or any member of their household, including any "auto" that is owned but not insured;
- (2) Used by an "insured" described in Paragraph 2. below while working in the business of selling, servicing, repairing or parking autos; or
- (3) Insured or covered under another policy.

b. If Medical Payments, Uninsured/Underinsured Motorist, Personal Injury Protection or other compulsory coverages required by the governing jurisdiction are provided by this policy, then an "insured" described in Paragraph 2. below, and their family members residing in the same household, are "insureds" while:

- (1) Occupying as a passenger; or
- (2) A pedestrian when struck by;

any "auto" you do not own, hire, lease or borrow, except an "auto" owned by an "insured" described in Paragraph 2. below or members of their household, or an "auto" insured or covered under any other policy.

2. With respect to Drive Other Car Coverage only, Paragraph A.1. Who is an Insured of Section II – Liability Coverage is amended to include as an "insured" the following:

If you are designated in the Declarations as:

- a. An individual, you and your spouse.
- b. A partnership, your partners and their spouses.
- c. An organization other than an individual or a partnership, your "executive officers" and their spouses.

3. **Limit of Insurance and Deductible**

The most we will pay for Drive Other Car Coverage is the single highest Limit of Insurance for the applicable coverage for an "auto" you own. The Deductible for Drive Other Car Coverage is the largest Deductible for the applicable coverage for an "auto" you own.

4. **Other Insurance**

Regardless of the existence of other insurance or Paragraph B.5. Other Insurance of Section IV – Business Auto Conditions, Drive Other Car Coverage is primary.

**B. Section II – Covered Autos Liability Coverage**

1. **Additional Insured – Written Contract, Agreement, Permit or Authorization**

Paragraph A.1. Who is an Insured of Section II – Covered Autos Liability Coverage is amended to include as an additional "insured" any person or organization with whom you have agreed in a written contract, agreement, permit or authorization to provide insurance such as is afforded under this Coverage Form but only with respect to liability for "bodily injury" or "property damage" caused in whole or in part by your maintenance, operation or use of a covered "auto". But this insurance does not apply:

- a. Unless the written contract or agreement has been executed or the permit or authorization has been issued prior to the "accident" that caused the "bodily injury" or "property damage";
- b. To any person or organization included as an "insured" under any other provisions of this policy, including this or any other endorsement;
- c. To the independent acts or omissions of such person or organization; or
- d. To any lessor of "autos" when their contract or agreement with you for such leased "auto" ends or the lessor or its agent takes possession of the "auto".

2. **Broadened Named Insured**

Paragraph A.1. Who is an Insured of Section II – Covered Autos Liability Coverage is amended to include as a Named Insured any legally incorporated entity in which you maintain ownership of more than 50 percent of the voting stock on or after the effective date of this endorsement, but only if there is no other similar insurance available to that organization. This insurance does not apply to any organization that is an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. **Employees as Insureds (Including Employee Hired Autos and Fellow Employee Coverage)**

- a. Paragraph A.1. Who is an Insured of Section II – Covered Autos Liability Coverage is amended to include as an "insured" your "employee" while:

- (1) Using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.
- (2) Operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

- b. Exclusion B.5. Fellow Employee of Section II – Covered Autos Liability is deleted.

- c. The following is added to B.5.b of Section IV – Business Auto Conditions:

Any covered "auto" hired or rented without a driver by your "employee" under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business is also deemed to be a covered "auto" you own.

#### 4. Newly Acquired or Formed Organizations

Paragraph A.1. Who is an Insured of Section II – Covered Autos Liability Coverage is amended to include as an "insured" any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, if there is no other similar insurance available to that organization. But:

- (1) Coverage under this provision is afforded only until the end of the policy period; and
- (2) Coverage does not apply to "bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization.

#### 5. Supplementary Payments – Bail Bonds and Loss of Earnings

In Paragraph A.2.a. Supplementary Payments of Section II – Covered Autos Liability, the following replaces Paragraphs (2) and (4):

- (2) Up to \$3,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### C. Section III – Physical Damage Coverage

#### 1. Hired Auto Physical Damage Coverage

- a. If hired "autos" are covered "autos" under Section II – Covered Autos Liability Coverage and this policy provides Comprehensive, Specified Causes of Loss Coverage or Collision Coverage for any "auto" you own, a hired "auto" will be deemed a covered "auto" for Physical Damage Coverage subject to the provisions in Paragraph b. below.
- b. For Hired Physical Damage Coverage provided by paragraph a. above:
  - (1) The most we will pay for "loss" to any hired "auto" is the lesser of:
    - (a) \$75,000 for "autos" of the private passenger type and \$50,000 for all other "autos";
    - (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
    - (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
  - (2) The Deductible is the largest Deductible for the applicable coverage for an "auto" you own.
  - (3) This insurance is excess over any other valid and collectible insurance, whether such insurance is primary, excess, contingent or on any other basis.

#### 2. Towing – Any Covered Autos

The following replaces Paragraph A.2. Towing of Section III – Physical Damage Coverage:

We will pay up to \$100 for towing and, if labor is performed at the place of disablement, labor costs incurred each time a covered "auto" is disabled if a premium charge for towing and labor is shown in the Schedule or the Declarations.

#### 3. Transportation Expenses Increased

In Paragraph A.4.a. Transportation Expenses of Section III – Physical Damage Coverage, the amounts we will pay amounts we will pay for temporary transportation expenses incurred by you because of the total theft of a covered "auto" of the private passenger type are increased to \$75 per day, to a maximum of \$2,250.

#### 4. Loss of Use Expenses Increased

The following replaces the last paragraph in Paragraph A.4.b. Loss Of Use Expenses of Section III – Physical Damage Coverage:

However, the most we will pay for any expenses for loss of use is \$1,000.

#### 5. Other Coverage Extensions

If you have Physical Damage Coverage, the following are added to Paragraph A.4. Coverage Extensions of Section III – Physical Damage Coverage:

**a. Airbag Discharge**

We will pay to reset or replace a covered "auto's" airbag that accidentally discharges without the "auto" being involved in an "accident" if the airbag is not covered under a manufacturer's warranty and you did not intentionally cause the discharge. No Deductible applies to this Coverage Extension.

**b. Auto Theft Reward**

If you have Comprehensive or Specified Cause of Loss Coverage, we will pay a reward up to \$2,000 for information leading to the arrest and conviction of anyone stealing a covered "auto". But we will not pay a reward to you, any family members or "employees" or any public officials while performing their duties.

**c. Loan/Lease Gap Coverage**

If a covered "auto" is subject to a long-term loan or lease that requires, in writing, that the lender or lessor be an additional "insured", and you are legally obligated for the remaining balance on the loan or lease, we will pay the difference between the actual cash value of the "auto" at the time of "loss" and the remaining balance on your loan or lease. But we will not pay for:

- (1) Any amount paid under the policy's Physical Damage Coverage; or
- (2) Any amounts for abnormal or excess wear and tear, additional or high mileage charges, carry-over balances from previous loans or leases, extended warranties or insurance purchased with the loan or lease, lease termination fees, taxes, overdue payments, unreturned security deposits or any penalties, interest or charges resulting from overdue payments.

**d. Rental Reimbursement**

We will pay for expenses to rent an "auto" of the private passenger type because of "loss" to a covered "auto" of the private passenger type. But:

- (1) We will only pay expenses incurred during the policy period at the time of the "loss" and ending, regardless of the policy period, six days after the "loss".
- (2) The most we will pay is the lesser of:
  - (a) Reasonable and necessary expenses actually incurred; or
  - (b) \$50 per day.
- (3) This coverage does not apply if a spare or reserve "auto" is available to you.
- (4) If "loss" is because of the total theft of a covered "auto", we will pay only those amounts that are not already covered under Transportation Expenses.

No Deductible applies to this Coverage Extension.

**6. Diminution in Value**

The following is added to Exclusion B.6. of Section III – Physical Damage Coverage:

This exclusion does not apply to "diminution in value" of a covered "auto" of the private passenger type used in the conduct of the "insured's" business that is leased, rented, hired or borrowed without a driver for a period of 30 days or less. But the most we will pay for such "diminution in value" is the lesser of:

- a. 20 percent of the actual cash value of the "auto" as of the time of the "loss"; or
- b. \$7,500.

**7. Communications Equipment**

The following is added to Paragraph B. Exclusions of Section III – Physical Damage Coverage:

Exclusions 4.c. and 4.d. do not apply to communications equipment, including its antenna and other accessories, that is permanently installed in, and not removable from, a covered "auto" and designed for use as a:

- a. Citizen's band radio;
- b. Two-way mobile radio or telephone;

- c. Scanning monitor receiver; or
- d. GPS navigation system.

No Deductible applies to "loss" to such communications equipment. But the most we will pay for all such communications equipment is \$5,000 for any one "loss".

**8. Deductible Waived For Glass Repair**

The following is added to Paragraph D. **Deductible of Section III – Physical Damage Coverage:**

No Deductible applies if glass that is damaged is repaired rather than replaced.

**D. Section IV – Business Auto Conditions**

**1. Duties in the Event of Accident, Claim, Suit or Loss**

The following is added to Paragraph A.2. **Duties in the Event of Accident, Claim, Suit or Loss of Section IV – Business Auto Conditions:**

The requirements that you must notify us of an "accident", claim, "suit" or "loss", or send us documents concerning a claim or "suit", apply only if the "accident", claim, "suit" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An "executive officer" or insurance or risk manager, if you are a corporation; or
- (4) A manager, if you are a limited liability company.

The requirement that you must notify us as soon as practicable of an "accident", claim, "suit" or "loss" does not apply if you report the "accident", claim, "suit" or "loss" to your workers' compensation insurer and the "accident", claim, "suit" or "loss" later develops into a liability claim for which coverage is provided by this policy. But as soon as you become aware that an "accident", claim, "suit" or "loss" is a liability claim rather than a workers' compensation claim, you must comply with all parts of Paragraph A.2. **Duties in the Event of Accident, Claim, Suit or Loss of Section IV – Business Auto Conditions.**

**2. Waiver of Subrogation When Required by Written Contract or Agreement**

The following is added to Paragraph A.5. **Transfer of Rights of Recovery Against Others to Us of Section IV – Business Auto Conditions:**

We will waive any right of recovery against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the ownership, maintenance or use of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", but only if the "insured contract" is executed before the "accident" or "loss" occurs.

**E. Section V – Definitions**

**1. Bodily Injury – Includes Mental Anguish**

The following is added to Paragraph C. of **Section V – Definitions:**

"Bodily injury" includes mental anguish resulting from bodily injury, sickness, or disease sustained by a person at any time.

**2. Executive Officer**

The following is added to **Section V – Definitions:**

"Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.





**Certificate of Insurance**

<b>Producer</b> R-T Specialty of California, LLC - Burbank 3900 W. Alameda Ave., Ste 2100 Burbank, CA 91505	<b>THIS CERTIFICATE OF INSURANCE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. IT DOES NOT PROVIDE THE CERTIFICATE HOLDER WITH ANY RIGHTS UNDER THE POLICY DESCRIBED BELOW. THE POLICY IS NOT CHANGED OR AMENDED IN ANY WAY BY THIS CERTIFICATE.</b>
--	---

<b>Named Insured</b> PC Specialists, Inc. dba: Technology Integration Group TIG Shanghai, Ltd Itex, Inc. dba: Technology Integration Group Technology Integration Group, Inc. 10240 FLANDERS COURT SAN DIEGO, CA 92121	<b>Insurance Company</b> Hudson Specialty Insurance Company (a stock company) 100 William Street, 5th Floor, New York, NY 10038
--	---

**THE POLICY DESCRIBED BELOW IS SUBJECT TO ALL OF THE TERMS, CONDITIONS AND EXCLUSIONS CONTAINED IN THE POLICY. THIS CERTIFICATE REFLECTS THAT THE POLICY WAS ISSUED TO THE NAMED INSURED ABOVE FOR THE POLICY PERIOD INDICATED. THIS CERTIFICATE IS NOT EVIDENCE THAT THE POLICY MEETS ANY REQUIREMENTS OF ANY CONTRACT OR OTHER DOCUMENT THAT MAY EXIST BETWEEN THE NAMED INSURED AND ANY OTHER PARTY. THE LIMITS OF LIABILITY SHOWN BELOW MAY HAVE BEEN (OR IN THE FUTURE MAY BE) REDUCED OR EXHAUSTED BY PAID CLAIMS.**

X	Type of Insurance	Policy Number	Policy Start Date	Policy End Date	Liability Limits at Policy Inception
	ClickStream® 2.0 connected services with CyberInfusion® policy				\$ \$
X	HyperDrive® 2.0 technology services with CyberInfusion® policy	EMT 11160 13	10/31/2019	10/31/2020	\$8,000,000 EACH GLITCH \$7,000,000 AGGREGATE
	Disseminator™ content liability policy				\$ \$
	BusinessWare® 2.0 E&O with CyberInfusion® policy				\$ \$

**Description or Comments**  
 Professional Liability, Internet and Network Liability Insurance with respects to operations of the Insured performed on behalf of Certificate Holder 30 Days Notice of Cancellation; 10 Days Notice for Non-Payment of Premium

<b>Certificate Holder Box</b> Okaloosa County 5479A Old Bethel Road Crestview, Florida, 32536	<b>CANCELLATION: IF THE POLICY DESCRIBED IN THIS CERTIFICATE IS CANCELLED BY THE INSURANCE COMPANY BEFORE THE POLICY END DATE SHOWN, THE INSURANCE COMPANY OR ITS REPRESENTATIVE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE (OR 10 DAYS FOR NON-PAYMENT) TO THE FIRST ENTITY OR PERSON NAMED IN THE CERTIFICATE HOLDER BOX, BUT THE INSURANCE COMPANY, ITS AGENTS AND REPRESENTATIVES WILL NOT BE LIABLE IN ANY WAY FOR FAILURE TO MAIL SUCH NOTICE.</b>
--	--

<b>THIS CERTIFICATE DOES NOT CONFER ANY COVERAGE RIGHTS ON THE CERTIFICATE HOLDER. THE CERTIFICATE HOLDER IS NOT AN ADDITIONAL INSURED UNLESS: (1) THE INSURANCE COMPANY HAS ISSUED AN ENDORSEMENT TO THE POLICY TO EFFECT SUCH COVERAGE, OR (2) THE CERTIFICATE HOLDER SATISFIES ALL OF THE REQUIREMENTS IN THE POLICY TO QUALIFY AS AN ADDITIONAL INSURED AS DESCRIBED IN THE POLICY'S DEFINITION OF "YOU."</b>	<b>THIS CERTIFICATE DOES NOT CHANGE IN ANY WAY THE INSURANCE PROVIDED BY THE POLICY DESCRIBED HEREIN. THE CERTIFICATE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE HOLDER AND ANY OTHER PARTY.</b>
---	--

\_\_\_\_\_  
 Authorized Representative

11/19/2019  
 Date

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

**THIS AGREEMENT** (hereinafter referred to as the "Agreement") is made this 3rd, day of Dec, 2019, by and between Okaloosa County, a political subdivision of the state of Florida, (hereinafter referred to as the "County"), with a mailing address of 1250 N. Eglin Parkway, Suite 100, Shalimar, Florida, 32579, and PC Specialist, Inc. D.B.A. Technology Integration Group, a Foreign Profit Corporation authorized to do business in the State of Florida (hereinafter referred to as "Contractor") whose Federal I.D. # is 95-3825596.

**W I T N E S S E T H**

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

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

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

**ARTICLE ONE**  
**CONTRACTOR'S RESPONSIBILITY**

- 1.1. Contractor shall provide to County continuing professional information technology services for the duration of the Contract.
- 1.2. The Services required under this Contract to be performed by Contractor shall be those set forth in Article Two and Attachment B and shall be issued periodically as Notice to Proceeds. The basis of compensation to be paid Contractor by the County for Services is set forth in Article Five and ATTACHMENT A, "Basis of Compensation" attached to each Notice to Proceed, which is attached hereto and incorporated herein. Work Authorization requests will be made to Contractor as may be warranted-items requested are listed in Attachment B attached hereto and made a part of the contract.
- 1.3. The Contractor agrees to obtain and maintain throughout the period of this Contract all such licenses as are required to do business in the State of Florida, including, but not limited to, all licenses required by the respective state boards, and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the Contractor pursuant to this Contract.
- 1.4. The Contractor agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ and/or retain only qualified personnel to provide such services.
- 1.5. Contractor agrees that the Project Manager (Account Executive) for the term of this Contract shall be:

Heather Reichman  
850-439-0090 ext. 1614  
Heather.reichmann@tig.com

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

**CONTRACT #: C20-2892-IT**  
**TECHNOLOGY INTEGRATION GROUP**  
**INFORMATION TECHNOLOGY SERVICES**  
**FOR OKALOOSA COUNTY**  
**EXPIRES: 12/03/2022 W/(2)- 1 YR RENEWALS**

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

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

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

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

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

## **ARTICLE TWO SERVICES OF CONTRACTOR**

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

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

## **ARTICLE THREE COUNTY'S RESPONSIBILITIES**

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

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

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

3.2. The County's Representative shall:

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

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

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

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

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

**ARTICLE FOUR  
TIME**

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

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

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

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

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

#### **ARTICLE FIVE COMPENSATION**

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

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

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

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

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

#### **ARTICLE SIX WAIVER OF CLAIMS**

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

**ARTICLE SEVEN  
TRUTH IN NEGOTIATION REPRESENTATIONS**

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

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

**ARTICLE EIGHT  
TERMINATION OR SUSPENSION**

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

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

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

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

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

**ARTICLE NINE  
PERSONNEL**

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

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

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

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

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

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

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

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

#### **ARTICLE TEN SUBCONTRACTING**

10.1. Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

#### **ARTICLE ELEVEN FEDERAL AND STATE TAX**

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

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

#### **ARTICLE TWELVE OWNERSHIP OF DOCUMENTS**

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

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

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

**ARTICLE THIRTEEN  
MAINTENANCE OF RECORDS & PUBLIC RECORDS**

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

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

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 [riskinfo@myokaloosa.com](mailto:riskinfo@myokaloosa.com).**

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

**ARTICLE FOURTEEN  
INSURANCE**

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



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

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

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

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

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

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

14.7. Required Insurance

**GENERAL SERVICES INSURANCE REQUIREMENTS**

**CONTRACTORS INSURANCE**

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

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

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

#### **WORKERS' COMPENSATION INSURANCE**

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

#### **BUSINESS AUTOMOBILE LIABILITY**

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

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

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

- 2.) Bodily Injury and Property Damage Liability
  - 3.) Independent Contractors Liability
  - 4.) Contractual Liability
  - 5.) Products and Completed Operations Liability
3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

**INSURANCE LIMITS OF LIABILITY**

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

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

**NOTICE OF CLAIMS OR LITIGATION**

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

**INDEMNIFICATION & HOLD HARMLESS**

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

**CERTIFICATE OF INSURANCE**

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

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

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

#### **GENERAL TERMS**

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

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

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

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

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

#### **EXCESS/UMBRELLA INSURANCE**

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

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

#### **ARTICLE FIFTEEN INDEMNIFICATION**

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

the performance of the Contract.

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

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

#### **ARTICLE SIXTEEN SUCCESSORS AND ASSIGNS**

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

#### **ARTICLE SEVENTEEN REMEDIES**

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

#### **ARTICLE EIGHTEEN CONFLICT OF INTEREST**

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

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

**ARTICLE NINETEEN  
DEBT**

19.1. The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

**ARTICLE TWENTY  
NONDISCRIMINATION**

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

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

**ARTICLE TWENTY-ONE  
ENFORCEMENT COSTS**

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

**ARTICLE TWENTY-TWO  
NOTICE**

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

**ARTICLE TWENTY-THREE  
MODIFICATION OF SCOPE OF WORK**

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

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

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

**ARTICLE TWENTY-FOUR  
MODIFICATION**

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

**ARTICLE TWENTY FIVE  
MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE TWENTY SEVEN  
PROCUREMENT OF RECOVERED MATERIALS**

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

**ARTICLE TWENTY EIGHT  
ENVIRONMENTAL AND ENERGY POLICIES**

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

28.2 Clean Air Act.

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

28.3 Federal Water Pollution Control Act.

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

**ARTICLE TWENTY NINE  
FEDERAL SUSPENSION AND DEBARMENT**

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

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



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

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

### **ARTICLE THIRTY LOBBYING**

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

### **ARTICLE THIRTY ONE**

#### **THIRD PARTY BENEFICIARIES**

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

### **ARTICLE THIRTY TWO**

#### **SEVERABILITY**

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

### **ARTICLE THIRTY THREE**

#### **REPRESENTATION OF AUTHORITY TO CONTRACT/SIGNATORY**

33.1 The individual signing this Contract on behalf of Technology Integration Group represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract. The signatory represents and warrants to the County that the execution and delivery of this Contract and the performance of Attachment B obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

### **ARTICLE THIRTY FOUR FEDERAL REGULATIONS**

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

**ARTICLE THIRTY FIVE  
PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES**

35.1 The Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

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

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

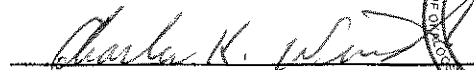
**CONTRACTOR**

  
\_\_\_\_\_

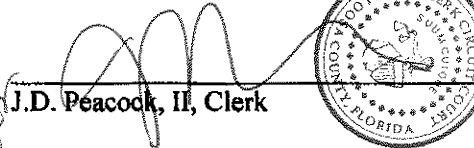
Authorized Representative

Tom Janecek  
(printed)

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

  
\_\_\_\_\_

Charles K. Windes, Jr. Chairman

  
\_\_\_\_\_

J.D. Peacock, II, Clerk



**ATTACHMENT A  
BASIS OF COMPENSATION**

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

**ATTACHMENT B - CONTRACTOR'S PROPOSAL**

**EXHIBIT C - STANDARD CONTRACT CLAUSES**

**Standard Contract Clauses**

**Exhibit "C"**

**Title VI Clauses for Compliance with Nondiscrimination Requirements**

**Compliance with Nondiscrimination Requirements**

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

**Compliance with Regulations:** The contractor (hereinafter includes contractors) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

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

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

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

**Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

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

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

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

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

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

#### **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full

text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

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

## **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

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

### **E-VERIFY**

Enrollment and verification requirements.

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

the contract, within (3) business days after the date of hire (but see paragraph (b)(3) of this section; or

ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-

i. Enrollment in the E-Verify program; or

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

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

i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.

ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

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

(a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

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

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

(1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,500; and

Includes work performed in the United States.



**RFQ IT 73-19**  
**Technology Integration Group**  
**Attachment A-**  
**Basis of Compensation**

SERVICES-RFQ IT 73-19	
<u>Technology Integration Group</u>	Per Hour
Program Manager	\$ -
Project Manager	\$ -
Project Coordinator	\$ -
Network Technician	\$ 110.00
Senior Network Engineer	\$ 140.00
Network Engineer	\$ 115.00
Junior Network Engineer	\$ -
Network Operating Systems Support Services	\$ 140.00
Network Security Support Services	\$ 140.00
Senior Systems Engineer	\$ 140.00
Systems Engineer	\$ 115.00
Junior Systems Engineer	\$ 110.00
Senior Software Engineer	\$ -
Software Engineer	\$ -
Senior Database Specialist	\$ 140.00
Database Specialist	\$ 115.00
Senior Help Desk Anlyst	\$ -
Help Desk Analyst	\$ 110.00
Junior Help Desk Analyst	\$ -
Senior Analyst	\$ -
Analyst	\$ -
Program Analyst	\$ -
Senior Technician	\$ -
Technician	\$ -
Junior Technician	\$ -
Senior Technical Writer	\$ -
Senior Web Developer	\$ -
Web Developer	\$ -
Junior Web Developer	\$ -
Subject Matter Expert	\$ 250.00
Consulting Services	\$ 140.00
Desktop Supporting Services	\$ 110.00
Microsoft Specialist	\$ 115.00
Security Consultnt	\$ 140.00
Security Specialist	\$ 140.00
Virtualization Engineer	\$ 115.00
SR. Vertualization Engineer	\$ 140.00
VoIP Engineer	\$ 115.00
Solutions Architect	\$ 250.00



REQUEST FOR QUALIFICATIONS (RFQ) & RESPONDENT'S ACKNOWLEDGEMENT

RFQ TITLE: Information Technology Services for Okaloosa County

RFQ NUMBER: RFQ IT 73-19

ISSUE DATE: 19 August, 2019 at 8:00 A.M. CST
LAST DAY FOR QUESTIONS: 2 September, 2019 at 3:00 P.M. CST
RFQ OPENING DATE & TIME: September 18, 2019 at 3:00 P.M. CST

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

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

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

COMPANY NAME PC Specialists, Inc., dba Technology Integration Group (TIG)

MAILING ADDRESS 10240 Flanders Court

CITY, STATE, ZIP San Diego, CA 92121

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 95-3825596

TELEPHONE NUMBER: 800-858-0549 EXT: FAX: 858-566-9375

EMAIL: Tom.Janecek@tig.com

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

AUTHORIZED SIGNATURE: [Signature] PRINTED NAME: Tom Janecek

TITLE: Chief Financial Officer DATE: September 16, 2019

Rev: September 22, 2015

RFQ IT 73-19
Technology Integration Group
Attachment B -
Contractor's Bid

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

**SCOPE OF SERVICES:**

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

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

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

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

**Priority 1 (Urgent)**

System or critical function is down.

**Priority 2 (High)**

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

**Priority 3 (Low)**

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

**Priority 4 (Projects)**

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

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

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

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

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

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

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

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

## GENERAL SERVICES INSURANCE REQUIREMENTS – w/CYBER LIABILITY

### CONTRACTORS INSURANCE

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

### WORKERS' COMPENSATION INSURANCE

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

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

**BUSINESS AUTOMOBILE LIABILITY**

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

**COMMERCIAL GENERAL LIABILITY INSURANCE**

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

**CYBER LIABILITY**

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

**INSURANCE LIMITS OF LIABILITY**

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

	<u>LIMIT</u>
1. Workers' Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)

- |    |                                 |  |
|----|---------------------------------|--|
| 3. | Commercial General Liability    | \$1,000,000 each occurrence<br>Bodily Injury & Property Damage<br>\$1,000,000 each occurrence Products and<br>completed operations |
| 4. | Personal and Advertising Injury | \$1,000,000 each occurrence  |
| 5. | Cyber Liability                 | \$1,000,000 per claim  |

**NOTICE OF CLAIMS OR LITIGATION**

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

**INDEMNIFICATION & HOLD HARMLESS**

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

**CERTIFICATE OF INSURANCE**

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

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

## **GENERAL TERMS**

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

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

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

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

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

## **EXCESS/UMBRELLA INSURANCE**

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

## **GENERAL CONDITIONS**

### **1. PRE-QUALIFICATION ACTIVITY -**

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



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

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

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

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

2. **PREPARATION OF QUALIFICATIONS** – Qualifications which contain any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice requesting qualifications may be rejected.
  - A. Qualifications submitted by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer who has legal authority to sign.
  - B. Qualifications submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.
  - C. Qualifications submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.
  - D. Qualifications submitted by an individual shall show the respondent's name and official address.
  - E. Qualifications submitted by a joint venture shall be executed by each joint venture in the manner indicated in the Request for Qualification. The official address of the joint venture must be shown below the signature.
  - F. All signatures shall be in blue ink. All names should be typed or printed below the signature.
  - G. The submittal shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the submittal shall be shown.
  - H. If the respondent is an out-of-state corporation, the submittal shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida.

3. **INTEGRITY OF QUALIFICATIONS DOCUMENTS** - Respondents shall use the original

qualification documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the qualification documents if sufficient space is not available. Any modifications or alterations to the original solicitation documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of submittal. Any such modifications or alterations that a respondent wishes to propose must be clearly stated in the respondent's response and the form of an addendum to the original documents.

4. **SUBMITTAL OF QUALIFICATIONS** -- Qualifications shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or request for qualifications and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the qualifications are being submitted for), the name and address of the respondent, and shall be accompanied by the other required documents.

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

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

If within 24 hours after qualifications are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its submittal, that respondent may withdraw its submittal, and the respondent's security will be returned, if any.

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

public work, may not submit qualifications on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

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

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

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

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

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

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

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

**18. PROTECTION OF RESIDENT WORKERS** -- The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent

shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

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

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

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

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

**21. AUDIT** - If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under any contract resulting from this solicitation from the date of the contract through three (3) years after the expiration of contract.

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

**23. NON-COLLUSION** - Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.

**24. UNAUTHORIZED ALIENS/PATRIOT'S ACT** - The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the terms under which respondent was placed on the Active Contractors List. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the subject contract and removal of the respondent from the Active Contractors list. Respondent shall take all commercially reasonable

precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.

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

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

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

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

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

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

**DRUG-FREE WORKPLACE CERTIFICATION**

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

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

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

DATE: 9/16/19

SIGNATURE: 

COMPANY; ADDRESS: \_\_\_\_\_

NAME: Tom Janecek

(Typed or Printed)

10240 Flanders Court

TITLE: Chief Financial Officer

San Diego, CA 92121

E-MAIL: Tom.Janecek@tig.com

PHONE NO.: 800.858.0549

**CONFLICT OF INTEREST DISCLOSURE FORM**

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

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

YES \_\_\_\_\_

NO   x   \_\_\_\_\_

**NAME(S)**

**POSITION(S)**

---


---

---

---

FIRM NAME: PC Specialists, Inc., dba  
Technology Integration Group (TIG)

BY (PRINTED): Tom Janecek

BY (SIGNATURE): 

TITLE: Chief Financial Officer

ADDRESS: 10240 Flanders Court

San Diego, CA 92121

PHONE NO. 800.858.0549

E-MAIL Tom.Janecek@tig.com

**FEDERAL E-VERIFY COMPLIANCE CERTIFICATION**

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

---

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

DATE: September 16, 2019

SIGNATURE: 

PC Specialists, Inc., dba  
COMPANY: Technology Integration Group (TIG)

NAME: Tom Janecek

ADDRESS: 10240 Flanders Court; San Diego, CA 92121

TITLE: Chief Financial Officer

E-MAIL: Tom.Janecek@tig.com

PHONE NO.: 800.858.0549



**CONE OF SILENCE**

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

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

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

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

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

I Tom Janacek Tom Janacek presenting PC Specialists, Inc., dba Technology Integration Group (TIG)  
Signature Company Name

On this 16th day of September 2019 hereby agree to abide by the County's "Cone of Silence Clause" and understand violation of this policy shall result in disqualification of my proposal/submittal.

**INDEMNIFICATION AND HOLD HARMLESS**

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

PC Specialists, Inc., dba  
Technology Integration Group (TIG)

Proposer's Company Name


10240 Flanders Court; San Diego, CA 92121  
Physical Address

PO Box 85244; San Diego, CA 92186  
Mailing Address

800.858.0549  
Phone Number

850.449.2608  
Cellular Number

September 16, 2019  
Date



Authorized Signature – Manual

Tom Janecek  
Authorized Signature – Typed

Chief Financial Officer  
Title

858.566.9375  
FAX Number

850.449.2608  
After-Hours Number(s)

**ADDENDUM ACKNOWLEDGEMENT**  
**RFQ IT 73-19**

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

**ADDENDUM NO.**

**DATE**

1.

September 9, 2019

---

2

September 11, 2019

---

---

---

---

---

---

---

---

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

**COMPANY DATA**

Respondent's Company Name: PC Specialists, Inc., dba  
Technology Integration Group (TIG)

Physical Address & Phone #: Local Branch - 106 East Gregory St.  
Pensacola, FL 32502

Corporate - 10240 Flanders Ct.  
San Diego, CA 92121

Contact Person (Typed-Printed): Heather Reichman

Phone #: 850-439-0090 x1614

Cell #: 850.449.2608

Federal ID or SS #: 95-3825596

DUNNS/SAM #: 10-626-7958

Respondent's License #: 3600100746783, Please see Attachment 4 for a copy

Additional License – Trade and Number \_\_\_\_\_

Fax #: 850-439-0070

Emergency #'s After Hours,  
Weekends & Holidays: 850.449.2608

DBE/Minority Number: Minority Certification NO. AZ01828

## SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

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

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

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

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

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

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

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

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

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

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

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company Physical Street Address, City, State, and Zip Code.
- (4) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company Headquarters name and address (reporting relationship within your entity).

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

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

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

Offerors SAM information:

Entity Name: PC Specialists, Inc., dba Technology Integration Group (TIG)

Entity Address: 10240 Flanders Court, San Diego, CA 92121

Duns Number: 10-626-7958

CAGE Code: OJRG8

## LIST OF REFERENCES

1. Owner's Name and Address: City of Pensacola  
222 W Main Street; Pensacola, FL 32502  
Contact Person: John Love Telephone # ( 850 ) 436-5618  
Email: jlove@cityofpensacola.com
  
2. Owner's Name and Address: Escambia County Board of County Commissioners  
221 Palafox Pl, Pensacola, FL 32502  
Contact Person: Scott MacDonald Telephone # ( 850 ) 595-4686  
Email: scott.macdonald@co.escambia.fl.us
  
3. Owner's Name and Address: Escambia County School District  
75 North Pace Blvd., Pensacola, FL 32505  
Contact Person: Jim Branton Telephone # ( 850 ) 469-6254  
Email: jbranton@escambia.k12.fl.us
  
4. Owner's Name and Address: First Judicial Circuit Court of Florida  
M.C. Blanchard Judicial Building, 190 W Government St #4, Pensacola, FL 32502  
Contact Person: Craig VanBrussel Telephone # ( 850 ) 595-4406  
Email: Craig.vanbrussel@flcourts1.gov
  
5. Owner's Name and Address: Pensacola State College  
1000 College Blvd., Pensacola, FL 32504  
Contract Person: Jeff Ward Telephone # ( 850 ) 484-1873  
Email: jward@pensacolastate.edu

**LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20**

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

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.] The Contractor, \_\_\_\_\_, 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.

Tom Janeczek Signature of Contractor's Authorized Official

Tom Janeczek, CFO Name and Title of Contractor's Authorized Official

September 16, 2019 Date



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

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

1. This sworn statement is submitted for RFQ IT 73-19; Information Technology Services for Okaloosa County  
2. This sworn statement is submitted by PC Specialists, Inc., dba Technology Integration Group (TIG)

Whose business address is: 10240 Flanders Court; San Diego, CA 92121

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: 95-3825596

3. My name is Tom Janeczek and my relationship to the entity named above is Executive VP and Chief Financial Officer

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

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

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

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

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

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

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

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

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

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

Date: September 16, 2019 Signature: T. Dineen

STATE OF: California

COUNTY OF: San Diego

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 16<sup>th</sup> day of September, in the year 2019.

My commission expires: Nov. 21, 2020  
Shana Jackson  
Notary Public

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



Type of ID

## Government Debarment & Suspension

### Instructions

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

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

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

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

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

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

Tom Janeczek, Chief Financial Officer

\_\_\_\_\_  
Printed Name and Title of Authorized Representative

*Tom Janeczek*

\_\_\_\_\_  
Signature

September 16, 2019

\_\_\_\_\_  
Date

VENDORS ON SCRUTINIZED COMPANIES LISTS

PC Specialists, Inc., dba

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

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

DATE: September 16, 2019

SIGNATURE: 

COMPANY: PC Specialists, Inc., dba  
Technology Integration Group (TIG)

NAME: Tom Janecek  
(Typed or Printed)

ADDRESS: 10240 Flanders Court  
San Diego, CA 92121

TITLE: Chief Financial Officer

E-MAIL: Tom.Janecek@tig.com

PHONE NO.: 800-858-0549

## Standard Contract Clauses

### Exhibit "B"

#### Title VI Clauses for Compliance with Nondiscrimination Requirements

##### Compliance with Nondiscrimination Requirements

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

1. **Compliance with Regulations:** The contractor (hereinafter includes contractors) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the

contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

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

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

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

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

### **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

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

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

### **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

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

### **E-VERIFY**

Enrollment and verification requirements.

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



- i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
    - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section; or
      - ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
  - i. Enrollment in the E-Verify program; or
  - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
  - i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
  - ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

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

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

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

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

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

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

**CONTRACT FOR PROFESSIONAL INFORMATION TECHNOLOGY SERVICES  
DRAFT**

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

**WITNESSETH**

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

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

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

**ARTICLE ONE  
CONTRACTOR'S RESPONSIBILITY**

- 1.1. Contractor shall provide to County continuing professional information technology services for the duration of the Contract.
- 1.2. The Services required under this Contract to be performed by Contractor shall be those set forth in Article Two and Exhibit \_\_\_ and shall be issued periodically as Notice to Proceeds. The basis of compensation to be paid Contractor by the County for Services is set forth in Article Five and Schedule A, "Basis of Compensation" attached to each Notice to Proceed, which is attached hereto and incorporated herein. Work Authorization requests will be made to Contractor as may be warranted-items requested are listed in Exhibit A attached hereto and made a part of the contract.
- 1.3. The Contractor agrees to obtain and maintain throughout the period of this Contract all such licenses as are required to do business in the State of Florida, including, but not limited to, all licenses required by the respective state boards, and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the Contractor pursuant to this Contract.
- 1.4. The Contractor agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ and/or retain only qualified personnel to provide such services.
- 1.5. Contractor agrees that the Project Manager for the term of this Contract shall be:

INSERT NAME

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

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

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

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

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

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

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

## **ARTICLE TWO SERVICES OF CONTRACTOR**

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

## **ARTICLE THREE COUNTY'S RESPONSIBILITIES**

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

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

3.2. The County's Representative shall:

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

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

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

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

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

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

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

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

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

Dan Sambenedetto, Information Technology Director

#### ARTICLE FOUR TIME

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

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

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

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

**ARTICLE FIVE  
COMPENSATION**

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

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

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

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

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

**ARTICLE SIX  
WAIVER OF CLAIMS**

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

**ARTICLE SEVEN  
TRUTH IN NEGOTIATION REPRESENTATIONS**

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

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

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

## **ARTICLE EIGHT TERMINATION OR SUSPENSION**

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

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

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

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

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

## **ARTICLE NINE PERSONNEL**

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

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

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



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

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

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

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

#### **ARTICLE TEN SUBCONTRACTING**

10.1. Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

#### **ARTICLE ELEVEN FEDERAL AND STATE TAX**

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

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

#### **ARTICLE TWELVE OWNERSHIP OF DOCUMENTS**

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

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

#### **ARTICLE THIRTEEN MAINTENANCE OF RECORDS & PUBLIC RECORDS**

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

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

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

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 [riskinfo@myokaloosa.com](mailto:riskinfo@myokaloosa.com).**

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

#### **ARTICLE FOURTEEN INSURANCE**

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

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

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

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

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

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

#### 14.7. Required Insurance

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

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

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

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

#### **ARTICLE FIFTEEN INDEMNIFICATION**

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

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

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

#### **ARTICLE SIXTEEN SUCCESSORS AND ASSIGNS**

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

#### **ARTICLE SEVENTEEN REMEDIES**

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

#### **ARTICLE EIGHTEEN CONFLICT OF INTEREST**

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

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

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

#### **ARTICLE NINETEEN DEBT**

19.1. The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

#### **ARTICLE TWENTY NONDISCRIMINATION**

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

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

#### **ARTICLE TWENTY-ONE ENFORCEMENT COSTS**

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

#### **ARTICLE TWENTY-TWO NOTICE**

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

#### **ARTICLE TWENTY-THREE MODIFICATION OF SCOPE OF WORK**

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

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

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

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

#### **ARTICLE TWENTY-FOUR MODIFICATION**

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

#### **ARTICLE TWENTY FIVE MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE TWENTY SEVEN  
PROCUREMENT OF RECOVERED MATERIALS**

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

**ARTICLE TWENTY EIGHT  
ENVIRONMENTAL AND ENERGY POLICIES**

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

28.2 Clean Air Act.

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

28.3 Federal Water Pollution Control Act.

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

**ARTICLE TWENTY NINE  
FEDERAL SUSPENSION AND DEBARMENT**

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

a. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

b. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.

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

**ARTICLE THIRTY  
LOBBYING**

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

**ARTICLE THIRTY ONE**

**THIRD PARTY BENEFICIARIES**

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

**ARTICLE THIRTY TWO**

**SEVERABILITY**

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



**ARTICLE THIRTY THREE**

**REPRESENTATION OF AUTHORITY TO CONTRACT/SIGNATORY**

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

**ARTICLE THIRTY FOUR  
FEDERAL REGULATIONS**

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

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

**CONTRACTOR**

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
(printed)

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

\_\_\_\_\_  
Charles K. Windes, Jr. Chairman

\_\_\_\_\_  
J.D. Peacock, II, Clerk

**SCHEDULE A  
BASIS OF COMPENSATION**

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

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

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

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

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

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

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

## Exhibit "B"

### Standard Contract Clauses

#### Title VI Clauses for Compliance with Nondiscrimination Requirements

##### Compliance with Nondiscrimination Requirements

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

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

subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

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

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

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

English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

### **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

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

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

### **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

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

### **E-VERIFY**

Enrollment and verification requirements.

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

- i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
  - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section; or
    - ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
  - i. Enrollment in the E-Verify program; or
  - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
  - i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
  - ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

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

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

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

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

September 16, 2019

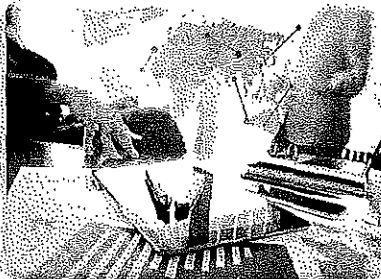
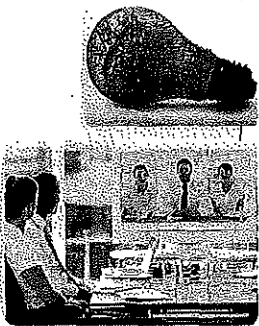
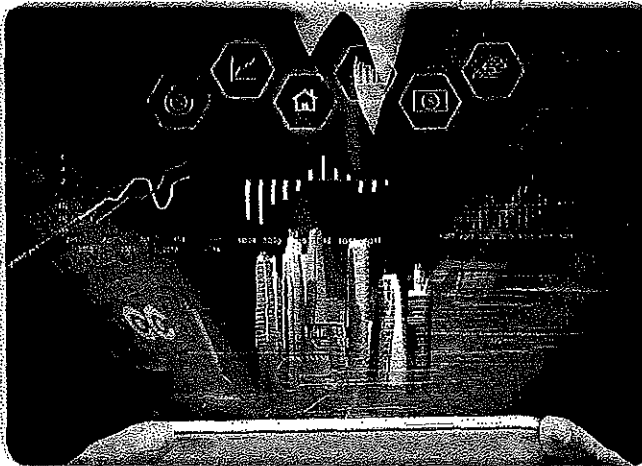


*Response to:*

# Okaloosa County

*Statement for Qualifications:*

## Information Technology Services for Okaloosa County RFQ IT 73-19



*Submitted by:*

Heather Reichmann, Account Manager

**Technology Integration Group**

106 East Gregory Street; Pensacola, FL 32502

PH: (850) 439-0090 1614

Email: [Heather.Reichmann@tig.com](mailto:Heather.Reichmann@tig.com)





September 18, 2019

Mr. Jeff Hyde  
Purchasing Manager  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, FL 32536

Dear Mr. Hyde:

Thank you for giving Technology Integration Group (TIG) the opportunity to bid on RFP # IT 73-19, Information Technology Services for Okaloosa County.

TIG has a lengthy and successful relationship within Okaloosa County on some of your most high-level and complex projects. As we are very familiar with your current operation and infrastructure, we believe we are uniquely qualified to continue to assist the County with IT support. We have established relationships within the independent IT departments as well as Purchasing Department. Together we have come to understand operations and how to best support you.

However, this is not business that we take for granted, and we know we must earn your continued trust and confidence, while being competitive on price.

We hope this response gives the County the confidence in our continued abilities to support you. Again, thank you for this opportunity, and we look forward to working with you.

With kind regards,

Heather Reichmann  
Account Executive  
Technology Integration Group



## TABLE OF CONTENTS

---

### Okaloosa County

#### *Statement for Qualifications*

### Information Technology Services for Okaloosa County

RESPONDENT'S ACKNOWLEDGEMENT FORM .....	1
TECHNOLOGY SOLUTIONS .....	3
VENDOR QUALIFICATIONS.....	9
EXPERIENCE – PROVEN RESULTS .....	10
PROPOSED SERVICE LEVEL AGREEMENTS (SLA) METRICS .....	12
REFERENCES .....	13
REQUIRED DOCUMENTS.....	15
TIG SERVICE DESCRIPTIONS AND RATES.....	32
ATTACHMENTS.....	34
ATTACHMENT 1 – TIG CORPORATE HISTORY.....	35
ATTACHMENT 2 – FINANCIAL LETTER OF REFERENCE.....	38
ATTACHMENT 3 – TIG INDUSTRY CERTIFICATIONS .....	39
ATTACHMENT 4 – TIG BUSINESS LICENSES .....	40



## **RESPONDENT'S ACKNOWLEDGEMENT FORM**

Following this page, please find TIG's completed and signed Respondent's Acknowledgement Form.



## **TECHNOLOGY SOLUTIONS**

---

IT services, implementation, problem solving, and support approach. Ability to meet all technical/service requirements.

It is expected that the contractors' contract will consist of the technical ability, qualifications and experience of all Vendor staff positions required to complete any information technology projects for professional information technology services **including but not limited to:** networking, equipment, fiber optic connections, design, VoIP, routing, switching, administration, analysis, installation, cyber security, storage, virtual environments, website design and administration, and email.

The following section of our response outlines specific areas of implementation and support that we have provided to the County in the past. In order for the County to understand the breath of technical abilities and services that TIG provides, we have also included information on several of our Technical Solutions practices. Additional information on our experience, references and certifications is provide in other sections of our response to the County's RFQ.

TIG currently provides the following support:

### **Practice: Enterprise Networking**

- Current design, implementation and support for the Aruba wireless infrastructure.
- Current design, implementation and support of the Cisco Routing and Switching infrastructure
  - This includes but is not limited to all other entities that are entitled under constitutional rights to access the BCC network.

### **Practice: Unified Communications**

- Current design, implementation and support for their Mitel Phone System

### **Practice: Security**

- Support with their Cisco firewalls

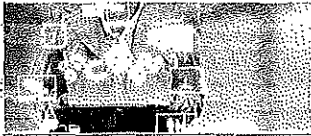
### **Practice: Virtualization, Storage and Servers**

- Current Design, implementation and support for certain entities under the contracted support umbrella. We provide back up and disaster recovery for the Property Appraiser as well as their server infrastructure.

### **Managed Services**

TIG helps customers manage their complete Information Technology infrastructure.

- *Hosting:* TIG provides a myriad of hosting solutions, ranging from Web Hosting to complete co-location services. We offer SAS 70 Type II certification, regulatory compliance and highly redundant datacenters.
- *Outsourcing:* Save time, reduce overhead related to supporting full-time employees and eliminate training costs by outsourcing industry experts for your IT projects.



- **Technical Staffing:** We find the right resources, when you need them and for as long you need them.
- **Service Desk:** A member of the Help Desk Institute and a leader in help desk implementation and management, TIG is the proven choice in help desk solutions. We offer a flexible service, from a simple staff augmentation of your current help desk, to a fully insourced or outsourced help desk solution.
- **Asset Management:** Manage the life cycle of infrastructure assets to achieve a desired service level while mitigating risk. Encompasses management, financial, customer, engineering and other business processes.
- **My IT Manager:** Complete IT management for small and medium businesses.

**Enterprise Networking**

TIG's Enterprise Networking practice is a specialized team within our Technology Solutions organization that is focused on delivering best-in-class business and technology solutions to our clients. The purpose of the EN practice is to be able to uncover and digest our clients' high-level business initiatives, objectives and goals. Once this information is obtained our architecture consultants can construct a vision and propose a complete solution that will help our clients exceed their goals.

The Enterprise Networking practice also has a refined portfolio of professional service offerings that can help our clients by advising, implementing or optimizing their existing network infrastructure or design a new network infrastructure. Our team is always available to consult with our clients as an industry expert to explore new opportunities where technology solutions can enhance their organization.

Enterprise Networking solutions portfolio include technologies such as:

Networking Solutions	Data Center Solutions
<p><b>Networking</b></p> <ul style="list-style-type: none"> <li>• Routing</li> <li>• Switching</li> <li>• Network Management</li> <li>• Application Performance Management</li> </ul> <p><b>Wireless and Mobility</b></p> <ul style="list-style-type: none"> <li>• Indoor Access Points</li> <li>• Outdoor and Industrial Access Points</li> <li>• Wireless Controllers</li> <li>• Wireless LAN Management</li> </ul> <p><b>Software Defined Networking</b></p> <ul style="list-style-type: none"> <li>• Software Defined Networking (e.g. OpenFlow)</li> <li>• Software Defined WAN (SD-WAN)</li> </ul>	<p><b>Data Center Networking</b></p> <ul style="list-style-type: none"> <li>• Data Center Switching</li> <li>• Virtual Networking</li> <li>• Storage Networking</li> </ul> <p><b>Data Center Compute and Storage</b></p> <ul style="list-style-type: none"> <li>• Servers - Unified Computing</li> </ul> <p><b>Automation and Hybrid Cloud</b></p> <ul style="list-style-type: none"> <li>• Application Centric Infrastructure (ACI)</li> <li>• UCS Director</li> </ul>



#### Application Delivery Controllers

- Load Balancers
- Network Function Virtualization (NFV)

#### Storage Management Solutions

TIG provides Enterprise-Class, Mass-Storage Solutions. Our certified Solution Architects offer in depth storage assessments to assist in the storage solution design that best meets your business needs. The solutions proposed by TIG will ultimately solve business challenges, as well as provide the required performance and data insight.

- **Storage Assessments:** Our team will provide a detailed report depicting the current storage architecture and future storage solution with best practice recommendations. The costs associated with the suggested improvements are also included for review.
- **Design Consulting:** Based on your environment and architecture, TIG can design a Data Storage solution to best suit your needs from iSCSI and Fiber-Channel SANs to Scale-Out NAS solutions for unstructured data. TIG also works with Hierarchical Storage Management (HSM) systems.

#### Virtualization (Private/Public/Hybrid Clouds)

- Virtual servers and virtual desktops (VDI) will allow you to host multiple operating systems and multiple applications locally and remotely.
- Freedom from physical and geographical limitations.
- Energy savings and lower capital expenses due to more efficient use of your hardware resources
- High availability of resources, better desktop management, increased security, and improved disaster recovery processes when you build a virtual infrastructure.
  - **Server Consolidation** – Increase server utilization to reduce your hardware requirements and your operating costs, including energy costs. Eliminate server sprawl and platform dependencies.
  - **Cloud Computing** – Get on-demand capacity for your applications with VMware vCloud and meet SLAs automatically. Expand your on-premise infrastructure into an on-premise cloud or outsource to one of our partners and manage on-premise and remote clouds from a single interface.
  - **Energy Efficiency** – Reduce energy costs by using less hardware without affecting service levels or reliability. Dynamically and intelligently power down unneeded servers without affecting end users.
  - **Business Continuity / Disaster Recovery** – Keep your datacenter “always on” and deliver cost-effective high availability all the time. Eliminate planned downtime for maintenance through business continuity and deal with unplanned downtime with a reliable, cost-effective disaster recovery solution.
  - **Virtual Lab Automation** – Pool servers, networking, storage and other resources and share them across development and test teams. Provision complex multi-machine configurations in seconds. Capture and reproduce software defects for improved QA.
  - **Remote and Branch Offices** – Provide a mix of distributed and centralized virtual machines for remote users and branch offices for improved manageability and



control. Simplify your management and accelerate your provisioning while reducing your hardware and operating costs.

TIG delivers "Value with Technical Capabilities," to meet our clients' storage requirements. TIG will meet and exceed the goal to effectively deliver solutions through quality, timely, innovative and competitive price and value.

### **Security Solutions**

TIG Provides Information Technology Security Solutions, ensuring that your data will not be compromised.

- Security Policy Development: Meeting industry specific regulations including HIPAA, GLBA, Sarbanes Oxley, CA 1386 frameworks.
- Security Architecture, Analysis, & Consulting: TIG Security Team can help assess, design and implement security solutions.
- Vulnerability Assessments & Penetration Testing: Auditing People Process and Technology, including
  - Risk Assessments and Gap Analysis.
  - Remote Access (VPN/SSL-VPN): Secure remote access using IPSEC VPN or SSL VPN. TIG also offers Wireless network design, access control, authentication, and encryption.
  - Firewalls-Perimeter & Core: Secure connectivity for remote sites, branches, retail and partner sites while keeping unwanted traffic out.
  - Identity and Access Management: Two factor authentication for securing VPNs, e-mail, intranets, extranets, web servers and other network resources.
  - Anti-virus: Coordinated protection of the outbreak lifecycle, from vulnerability prevention to malicious code prevention and elimination.
  - Network & Host Intrusion Detection/ Prevention (IDS/IDP): Real-time Intrusion Detection and Prevention solutions from the leading vendors in the industry.
  - Anti-Spam/E-mail Security: Anti-Spam/E-mail Security: Anti-spam Solutions/ Email Encryption/ Getaway AV.

### **Unified Communications**

TIG's Unified Communications & Collaboration (UCC) practice and technology solutions represents a suite of mission critical technology-based solutions and services to meet our client's day-to-day communication and operational requirements in a cost effective, reliable, and collaborative manner. TIG has been providing solutions for voice, collaboration and video for over 20 years, working with the top manufacturers in the industry with premise, cloud and hybrid cloud solutions. It's the structured integration of people, processes, and technology to meet performance and operational objectives while realizing measurable improvements in quality, service and productivity. It's the providing of highly skilled, experienced and forward thinking staff to work side-by-side as a true partner to help our clients work through the constant challenges they face on a daily basis.

Through our Unified Communications practice, technology capabilities, and solution offerings in: voice, data and video communication technologies; wireless solutions and communications infrastructure, we provide diverse, mission critical services to our clients.

TIG's approach for deploying Unified Communication and Technology solutions combines the insight, expertise, and experience of our staff with a consultative approach to problem solving to



provide our clients with the services and technology solution that best meets their needs. Our solutions are manufacturer and technology neutral, designed to be scalable and capable of integrating with current or planned system upgrades. We leverage technology innovation and industry best practices and standards such as ISO 9001, to manage the full life cycle requirements of our clients' mission critical infrastructure and systems.

### **Mobility Solutions**

TIG Provides Upfront Consulting and Ongoing support of Mobility Devices.

- Infrastructure capacity review (Security, Wireless and More)
- BYOD Management
- Device configuration, activation and distribution
- Ongoing management, support and usage monitoring
- Available for iPhone, iPad, Blackberry and more

### **Managed Print Services**

The cost of producing and managing documents can account for up to 15% of the typical company's annual expenditures. TIG can put an end to ever-increasing document costs with a comprehensive program designed to maximize your current investment in document imaging equipment while providing the controls necessary to integrate and manage new technologies in the most cost-efficient and flexible manner.

We offer maintenance and service across all brands of devices you may have currently onsite. Our assessment and asset management tools are designed to accommodate any brand and model of laser, inkjet or multifunction printers, and copiers. This allows TIG to offer the best and complete solution with right sizing in mind to achieve a lower cost of ownership.

- **Consumables & Supplies:** TIG will offer innovative procurement solutions and cutting-edge computer and imaging supplies for your data centers, networking operations and information processing departments. Our extensive product selection allows corporate users to combine supplies routinely purchased from a variety of sources. The result is both a lower cost and higher efficiency. Our product line includes backup data media, high speed laser toner, inkjet and laser toner, copier and plain paper fax supplies, ribbons, paper, film as well as solutions for workstations, data cabinets, racks and computer switches.

### **IT Consulting Services**

TIG offers customized IT consulting services to help clients assess and plan technology strategies to align with their business strategy.

- **Business Continuity Services:** Services that implement business and disaster recovery contingency plans and provide temporary backup facilities, equipment or communications and supplemental staff, when necessary, in response to business disruption. Optional service includes remote data storage.
- **Infrastructure Management Services:** Infrastructure management is the IT business processes that control the quality, efficiency and effectiveness of IT services. It brings together people, processes, organization and technologies to support the objectives of its customers' business.
- **Operating System Management & Maintenance:** Prevent potential problems with your OS (Operating System) with proper proactive remote management and maintenance, including patch management. TIG supports Windows, UNIX and Linux OS.





### **Lifecycle Services**

- **Deployment Services:** TIG can quickly organize and coordinate configurations services to handle a multitude of systems efficiently per day. With a focus on quality, each system will be configured to the client's exact specifications and tested prior to shipment. TIG also provides on-site imaging and deployment of systems to our customers. After numerous roll-outs of over 1000 systems, TIG has the experience to meet most project requirements.

The nature of the service will be to provide Priority 1 through Priority 4, support, consultation, or coordination in order to enhance and ensure proper implementation of the aforementioned system components.

Historically TIG has performed SOW based projects that help us enhance and ensure the stability/reliability of your existing systems as well as conducting implementations of new systems. We are happy to continue doing that as well as continue to provide Time and Materials support for your systems.

Priority 1 through Priority 4 support can be addressed both through Time and Material and SLA based agreements entered into with specific departments.



## VENDOR QUALIFICATIONS

---

Established in 1981, TIG is one of the largest privately held, ISO 9001:2015 Certified Quality Management Systems integrator in the United States. TIG has 23 regional offices across the United States, 1 office in Shanghai, China and 2 offices in Canada. With a local office in Northern Florida we have been supporting Public Sector clients for over 20 years.

TIG's robust professional services offering includes more than 145 certified technical professionals ready to deliver a wide range of enterprise class services in disciplines which include End User Support, System Administration, Networking, Security, Managed Services, Unified Communications, Storage and Virtualization, and IT Consulting to name a few. This broad service offering allows us to assist clients of all sizes in many sectors of business in lowering costs, increasing revenues, and improving overall business performance.

A successful project requires the right people, processes, and technology to effectively address customer Information Technology needs in the most cost efficient and productive way. TIG's Professional Services methodology for IT projects begins with fully understanding the customer's goals and objectives. Then, by following a structured approach to planning the steps needed to execute and following a thorough implementation approach, this enables a highly successful customer engagement. We customize our approach based on our understanding, related experience and industry best practices. This allows TIG to successfully apply optimal practices to meet and exceed all of our customers' expectations.

Please see Attachment 3 for TIG's Industry Certifications



## EXPERIENCE – PROVEN RESULTS

Please find a list of areas of expertise which performed specifically comply to the requirements of Okaloosa County. Examples are examples from local area performed by the TIG North Florida Branch. Additionally areas of expertise exist within the Corporate TIG, examples provided upon request. The following pages categories of TIGs core competencies

### Areas of Specializations:

#### a Cisco Networking:

- o All Areas of Cisco networking design, support/implementation
  - **Okaloosa County Fiber Project; Wide Area Network; Design, Implementation, Management, and Training. 7 Years – Still Active**
  - **City of Pensacola; Wide Area network implementation on Private Fiber; have been supporting and expanding this network for over 10 years. Still active.**
  - **Pilot Catastrophe; Wide Area and Local Network support for over 8 years. Running over local links, leased circuits and fiber. Still active.**

#### b Cisco Network Security:

- o Firewalls/Routers/Switches design, implementation and support
  - **City of Pensacola; Public facing firewalls and Police Dept. networks, 10 years, still active**
  - **Pilot Catastrophe; Public facing firewalls and internal network based security, 8 years, still active**

#### c Cisco Voice over IP:

- o Design, implementation and support
  - **Escambia County; Design, rollout and support of Voice, 2 years, project is still underway.**
  - **City of Niceville; Design, rollout and support of Voice, 3 years, still active.**
  - **University of West Florida; Design, rollout and support of Voice, 1 year, still active.**

#### d Mitel Voice over IP:

- o Design, implementation and support
  - **Okaloosa County VoIP Phone systems ,Design, Implementation, Support and Training, 7 years - Still Active**
  - **Pilot Catastrophe; Design, implementation and support, 4 years, still active.**
  - **Okaloosa Gas; Design, implementation and support, 6 years, still active.**

#### e VMware:

- o Design, implementation and support
  - **Okaloosa County, Support, 1 Year - Still Active**
  - **First Judicial Circuit; Design implementation and support, 1 year, still active.**
  - **City of Pensacola, Support, 2 years and still active.**

#### f Dell Storage (EqualLogic):

- o Design, implementation and support
  - **Okaloosa County, Support, 1 Year - Still Active**
  - **City of Pensacola, Storage upgrade, Still Supporting**
  - **First Judicial Circuit, Storage implementation, still supporting**
  - **Endoscopy Center of Pensacola, Storage upgrade, still supporting**



**g Aruba Enterprise Networking and Wireless**

- o Design, Implementation and support
  - **Okaloosa County**, support, design – 7 years, still active
  - **Escambia County Board of County Commissioners**, design, support – 5 years, still active
  - **City of Pensacola**, design, implementation, support – 1 year, still active



## **PROPOSED SERVICE LEVEL AGREEMENTS (SLA) METRICS**

Below are some sample SLA's that are available for contracted support if you choose to have this level of support. Otherwise, we're happy to continue providing Time and Materials on the basis that we provided in the past for your organizations.

If Okaloosa County is interested in a higher level or more formal SLA in individual task orders to obtain a higher level of SLA, TIG is happy to discuss.

### **Sample Priority Levels and Response Times**

The Priority levels are defined as follows:

#### **Priority Level 3 (P3)**

Customer requires information or assistance concerning system component capabilities, configuration or use. There is little or no impact to your business operations.

*Examples:* User Profile/Account Changes; System Features.

*Response Time:* Next Business Day

#### **Priority Level 2 (P2)**

Operational performance of the system and/or network is impaired, but most/critical business operations remain functional. That is, a single user or group of users is/are experiencing problems; or a non-critical system feature is experiencing difficulties or is inoperable. Customer and TIG will commit resources during normal business hours to restore service to satisfactory levels.

*Examples:* Single or multiple feature(s) and/or devices not functioning, including user(s) unable to login, problem with email account(s), or a feature such as the an Power Outage causing system-wide loss of Internet Access.

*Response Time:* Four (4) Hours

#### **Priority Level 1 (P1)**

Operation of an existing system and/or network is severely degraded, or significant aspects of Customer business operations are negatively impacted, or a "site" or "critical component" is completely non-functional. Customer and TIG will commit all necessary resources to resolve the situation.

*Examples:* Internet Access is down: Server(s) are down or are not accessible.

*Response Time:* One (1) Hour



## REFERENCES

---

City of Pensacola  
222 W Main Street; Pensacola, FL 32502

John Love  
850-436-5618

[jlove@cityofpensacola.com](mailto:jlove@cityofpensacola.com)

*Description of Services:* Awarded a competitive contract in 2003, to design, implement and support their wide area network, and provide security assistance for same. The equipment being provided is Cisco hardware. It was designed using a Fiber Optic ring to eliminate or reduce downtime, and make use of the speed afforded by layer 3 switches, vice traditional routers. We still hold this contract. Provide daily and on call support, as needed. Have designed and implemented a network wide upgrade during the course of this contract. Provided technical assistance to the company awarded the VoIP contract. Contract has been expanded to include VMware, Dell Compellant and Aruba switching and wireless support.

Escambia County Board of County Commissioners  
221 Palafox Pl, Pensacola, FL 32502

Scott MacDonald  
850595-4686

[Scott\\_macdonald@co.escambia.fl.us](mailto:Scott_macdonald@co.escambia.fl.us)

*Description of Services:* Install began in 2011, with the goal of putting the infrastructure in place that will allow growth to support a county wide single Unified Communications platform. We setup two primary sites for the Cisco Servers, one in downtown Pensacola and one at the Public Safety building for redundancy and disaster preparedness. We have brought multiple agencies and departments onto the system to date, such as the Tax Collector, Supervisor of Elections, ECAT, Libraries, Jail and the Solid Waste facility, with the flexibility of the Cisco UC system allowing for customization for each group. To date we have approximately 1000 devices on this system and continue to add more sites as the budget becomes available.

In 2012 TIG designed a wired and wireless network across all entities. As budget comes available sites are brought online utilizing the latest Aruba switching and wireless.

Escambia County School District  
75 North Pace Blvd., Pensacola, FL 32505

Jim Branton  
850-469-6254

[jbranton@escambia.k12.fl.us](mailto:jbranton@escambia.k12.fl.us)

*Description of Services:* TIG has been working with Escambia County Schools for over twelve (12) years delivering best-in-class business and technology solutions in order to provide Digital Learning success. The solutions and technologies have included mobility & wireless infrastructure, turn-key professional services, on-going network support as well as the procurement of the vendor products required. The Wireless Services and Network Support Project included 50 separate sites, each with an Aruba 7210 controller and approximately 4,000 Access Points to support 1:1 with an access point in every classroom.



First Judicial Circuit Court of Florida  
M.C. Blanchard Judicial Building, 190 W Government St #4, Pensacola, FL 32502

Craig VanBrussel  
850-595-4406

[Craig.vanbrussel@flcourts1.gov](mailto:Craig.vanbrussel@flcourts1.gov)

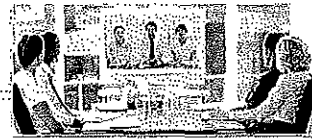
*Description of Services:* TIG has been involved in several practice areas with First Judicial Circuit Court of Florida. We started by supporting their datacenter on the server and storage side. In addition, we support their Dell servers and EquallLogic storage. Subsequently, this led to networking upgrades in Cisco switching. As of now we are supporting their wireless and on O365 migration.

Pensacola State College  
1000 College Blvd., Pensacola, FL 32504

Jeff Ward  
850-484-1873

[jward@pensacolastate.edu](mailto:jward@pensacolastate.edu)

*Description of Services:* In 2002, TIG started as the design and implementation specialists for Cisco. We designed all switching and wireless across six campuses. As the technology has evolved TIG redesigned the network with Aruba. We are currently in the process of upgrading 300 switches and 350 access points.



## TIG SERVICE DESCRIPTIONS AND RATES

Please be advised that the quoted pricing may be impacted by the new tariffs. In the event that the pricing has been affected, we will confirm with you prior to placing an order.

DESCRIPTION	MSRP	Okaloosa Rate (per hour)
<b>Solutions Architect</b>	\$312.50	\$250
<b>Senior Systems Engineer</b>	\$157.50	\$140
<b>Systems Engineer</b>	\$131.25	\$115
<b>Network Technician</b>	\$125	\$110
<b>Trip Charge – Zone 1 (0-10 miles)</b>	No charge	No charge
<b>Trip Charge – Zone 2 (11-50 miles)</b>	\$50 per visit	\$50 per visit
<b>Trip Charge – Zone 3 (51-100 miles)</b>	\$100 per visit	\$100 per visit

### Minimum Charges

The following circumstances will incur a minimum charge for each resource provided; multiplied by the applicable rate adjustment, depending upon the day and time the resource(s) is/are provided:

- All onsite visits will be billed at a minimum of two (2) hours.
- All phone/remote support will be billed at a minimum of 15 minutes (.25) hour.

### Associated Billing Charges

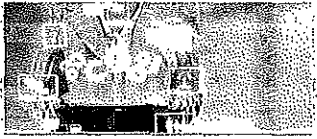
- The TIG resources and the straight time, hourly, billing rates for each are attached hereto as the Current Rate Sheet. TIG agrees to maintain the rates reflected on the current rate matrix per of the agreement and thereafter retains the right to modify any hourly rate for any resource upon 10 days' notice.
- Straight-time rates are those rates reflected on the below rate matrix and are to be applied for any TIG resource(s) provided on non-holiday, weekdays, between 8 A.M. and 5 P.M.
- Time-and-one-half rates are those rates to be applied to the rates reflected on the below rate matrix multiplied by a factor of 1.5 for any resource(s) provided on non-holiday, weekdays between 6 A.M. and 8 A.M. and between 5 P.M. and 12 A.M., and non-holiday Saturdays, between 8 A.M. and 5 P.M.
- Double-time rates are those rates to be applied to the rates reflected on the Current Rate Sheet multiplied by a factor of 2.0 for any resource(s) provided at all other times and on holidays.
- Holidays are defined to mean any recognized State or Federal holiday; those holidays recognized by the Customer; and the day after Thanksgiving, the day before and after Christmas, the day before and after New Year's, and Good Friday afternoon.

### Travel Charges

Travel charges from TIG's office to customer location to the nearest TIG office the following charges will apply:

- 0-10 miles – no charge





- 11-50 miles - \$50 trip charge per visit
- 51-100 miles - \$100 trip charge per visit.

However depending upon the location of customer site(s) out of proximity range, Customer shall be billed one-way at the applicable hourly rate for each resource employed, except that in no event shall Customer be charged other than a straight-time rate for travel time to or from Customer's designated work location for work scheduled to occur on non-holiday weekdays, between 8 A.M. and 5 P.M.

**Skillssets**

Skill Set	Description
<p style="text-align: center;"><b>Senior Engineer</b></p>	<p>Seven plus (7) years of technical experience with strong knowledge of Microsoft, Virtualization, Server, Storage, and Network Infrastructure. Provides comprehensive on-site support to customer LAN/WAN and Datacenter environments, including server and system level support. Required to thoroughly evaluate and document client's IT infrastructure, including network maps, hardware/software configurations, and IT processes. In depth knowledge of networking and management protocols (TCP/IP, SNMP etc.) In depth knowledge of routers, switches, server, storage, virtualization. Previous system administration experience in cross-platform environment</p>
<p style="text-align: center;"><b>Systems Engineer</b></p>	<p>Five (5) years of technical experience which applies to systems analysis and design techniques for complex computer systems. Provides onsite implementation and remedial support for customer LAN/WAN environments, including server and system level support. Thoroughly evaluate and document client's IT infrastructure, including network maps, hardware/software configurations, and IT processes.</p>
<p style="text-align: center;"><b>Network Technician</b></p>	<p>The Network Technician provides on-site support for computer workstations, servers, printers, peripherals, and teleconferencing equipment. Conducts sites surveys; assesses and documents current site configuration and user requirements. Troubleshoot, repair, and test computer workstations, servers, printers, peripherals, and teleconferencing equipment. Install and configure computer workstations, servers, printers, peripherals, and teleconferencing equipment and associated cabling. Provides PC Software/Hardware support for basic add, moves and changes.</p>



## **ATTACHMENTS**

---

**ATTACHMENT 1 – TIG CORPORATE HISTORY**

**ATTACHMENT 2 – FINANCIAL LETTER OF REFERENCE**

**ATTACHMENT 3 – INDUSTRY CERTIFICATIONS**

**ATTACHMENT 4 – TIG BUSINESS LICENSES**



## ATTACHMENT 1 – TIG CORPORATE HISTORY

In 1981, Technology Integration Group President and General Manager, Bruce Geier, recognized the potential of computers to improve the way the world did business and founded PC Specialists, Inc. The goal was to provide small and medium businesses with the products and expert service they needed to compete in the new economy. Since then, PC Specialist Inc. dba Technology Integration Group (TIG) has been providing professionals with a comprehensive range of products and services to optimize business performance.

### TIG Mission Statement

*"TIG will earn its place as a trusted partner to our clients, providing only the highest level of service, value and advanced technology to power their strategic business goals."*

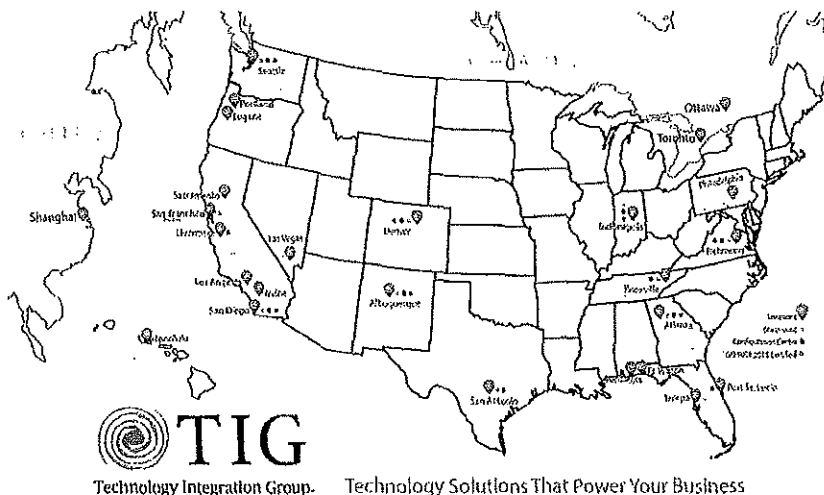
TIG is proud to maintain close, strategic partnerships with Tier-One manufacturers such as Dell, EMC, Hewlett Packard, IBM, Apple, Microsoft and Cisco. Our line card includes over 280,000 products from over 1,800 manufacturers. Moreover, TIG combines expertise to deliver value-added solutions that address real world customer challenges – a "whole solution." Our commitment to being the leader is challenging and futuristic, but grounded in the reality that we currently have one of the best portfolios of products, technologies and professional services in the industry.

### Why TIG?

*Minority-Owned Small Business*

*Certified By and Trusted Partner to Industry Leaders including Dell, HP, VMware, Lenovo, Cisco, Microsoft, Palo Alto and many more*

With approximately 400 employees, TIG is the largest privately held integrator in the Western United States. Despite current economic trends, TIG has seen 100% growth over the past sixteen years, further solidifying its position as a leading national computer system integrator. TIG's robust professional services offering allows us to assist Clients in lowering costs, increasing revenues, and improving business performance.



### TIG Offers

- 23 regional offices in the United States, 1 office in Shanghai, China and 2 offices in Canada.
- 10 Warehouses located strategically throughout the US.
- 280,000+ products from over 1,800 manufacturers
- 145+ Certified technical professionals
- ISO9001:2015 Certified Quality Management System



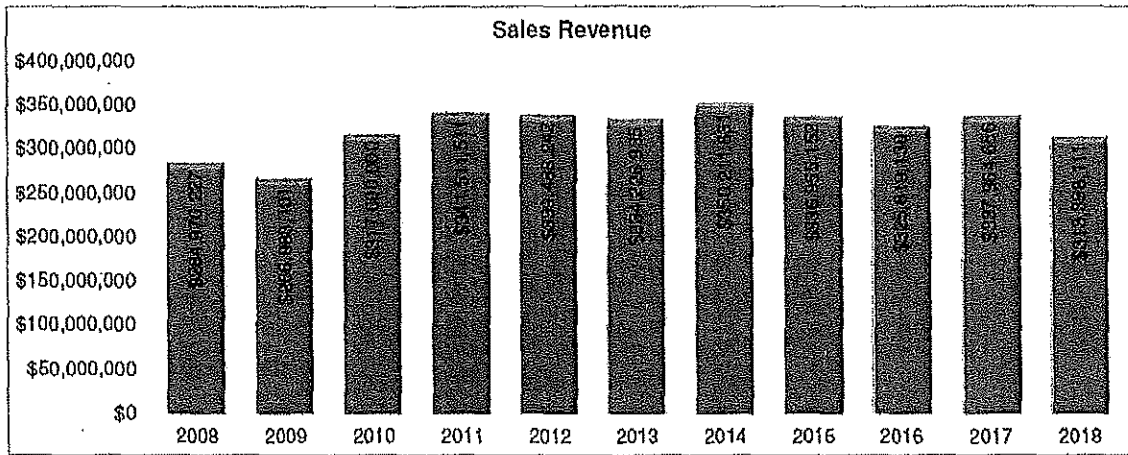


**TIG FINANCIAL PROFILE**

TIG has been in business for over 37 years. Please see the attached Letter of Reference from Wells Fargo in regards to our financial stability. In these uncertain financial times it is important that Okaloosa County select a company that has sufficient resources to deliver projects on time and within budget.

**Financial Growth Highlights:**

- Growth of Revenues from \$60M to \$313M in the last 17 years
- Line of Credit with GE Commercial Distribution Finance is \$40 million with an available uplift to \$60 million if needed, though TIG has rarely used it in the past two years
- 100% of company owned by active employees
- Annual financial statements audited by RSM US LLP



**MINORITY-OWNED SMALL BUSINESS**

Under certain NAICS codes TIG qualifies under the Small Business Agency's (SBA) guidelines as a small business. TIG is also a small diversity supplier, certified as a Minority Business Enterprise (MBE) as defined by the National Minority Supplier Development Council, Inc. ® (NMSDC®) and as adopted by the Pacific Southwest Minority Supplier Development Council. Additionally, TIG is certified as an MBE by the Women and Minority Business Enterprise (WMBE) Clearinghouse. TIG has been awarded Supplier of the Year by the Southern California Minority Business Development Council. TIG believes in success through partnerships and diversity. TIG works hard at developing strong, enduring relationships with clients and establishing strategic partnerships with leading manufacturers to provide multi-vendor, multi-service solutions.

**TIG ALLIANCE PARTNER PROGRAM**

TIG is very aware of the importance of the support of other small and minority businesses. The computer industry is limited in the number of minority businesses that supply computers and related products. We have a history of success of both identifying and cultivating compelling partnerships and teaming agreements that advance our capability and the ability to impact Federal and State agency IT missions. Teaming partners are carefully selected using the Awareness/Participation /Diversity/Compliance (APDC) criteria that have been in place for over 8





years. The key components that our TIG Alliance Partner Program (TAPP) administrator and our quality team use as evaluation criteria are:

- Awareness of corporate supplier small business goals and objectives
- Participation with diverse small business suppliers in bidding opportunities
- Subcontracting of diverse small business suppliers in actual procurement transactions
- Compliance with awarded subcontracting dollars to diverse small business suppliers as a percentage of annual TIG procurement commitment

#### TIG QUALITY PROGRAM

TIG is ISO 9001:2015 Certified by Perry Johnson Registrar, Inc:

Provisioning technology hardware, software & accessories

Integrating value-add and professional services including: Design services for the enterprise and end-user IT environments

Certificate No.: C2013-000164

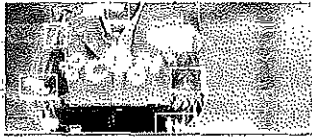
#### Quality Control

Key component of our ISO Certified Quality Management System

- Quality checks throughout the lifecycle process regardless of the model chosen
  - Ordering/Purchasing
  - Receiving and Shipping
  - Configuration
  - Installation
  - Repair incidents and Refurbishment
  - Disposal



Follow up on all aberrations or Customer Impact Events by Quality Manager and Quality Action Committee Executive Steering Committee is actively involved in QMS.



## ATTACHMENT 2 – FINANCIAL LETTER OF REFERENCE



May 16, 2019

To whom it may concern:

Re: Wells Fargo Support for PC Specialists, Inc.

Wells Fargo Commercial Distribution Finance, LLC (f/k/a GE Commercial Distribution Finance, LLC) ("WF CDF") has provided credit and finance services for PC Specialists, Inc. dba Technology Integration Group ("PCS") since 2003. Our discretionary credit facility has progressively grown with PCS' sales growth and now stands at \$40 million/\$60 million seasonally, is reviewed annually and is currently in good standing.

PCS has communicated that it intends to use the WF CDF credit facility to support its performance under various contracts. This letter only pertains to the existence of such credit line, should not be relied upon for general purposes. This letter is confidential and may not be shared with any other party, unless you are required to do so by law or with Wells Fargo's prior written consent. Wells Fargo does not take any duty to update you in the event that the relationship between PC Specialists, Inc. dba Technology Integration Group ("PCS") and Wells Fargo should change.

PCS has taken advantage of our distribution finance programs that are specifically tailored to the needs of the technology channel. WF CDF has established strong, long-lasting relationships with leading vendors of technology products to provide VARs, systems integrators and resellers with access to very competitive terms and a simple, smart way to procure product without constraining cash flow or hinder project management and contract deliverables.

WELLS FARGO COMMERCIAL DISTRIBUTION FINANCE, LLC,

By: Jane Schwarze

Name: Jane Schwarze

Title: ADL Relationship Manager

© 2015 Wells Fargo Bank, N.A. All rights reserved

Together we'll go far





**ATTACHMENT 3 – TIG INDUSTRY CERTIFICATIONS**

**Avaya**

APSS  
APDS

**Cisco Gold – National DVAR**

BVA  
BVP  
CCIE RSV  
CCDP  
CCSP  
CCNP DC/RS/SW/C

**Citrix**

CCA-V/N  
CCP-V/N  
CCE-V

**CompTIA**

CompTIA A+  
CompTIA Network+

**Dell**

AppaSure  
Dell Networking  
Compellent Top Gun  
EqualLogic  
KACE  
SonicWALL  
Dell DVS  
Active System  
VRTX  
Statistica  
XC

**EMC**

Data Domain  
EMCISA  
EMCIE  
VNX  
Isilon

**HP/Aruba**

ACMA/MP

**HP Enterprise**

HP ASE  
HP Master ASE  
3PAR

**IBM**

Power  
Cognos  
Big Insights  
SPSS Statistics

**Juniper Elite**

JNSS – JUNOS/MMX/EX/QFX/FWV  
JNCIS-ENT  
JNCIP-SEC

**Lenovo**

X-Series (former IBM)

**Microsoft**

MSCE  
MCTS  
MCIT:Server  
SharePoint  
MCITP Exchange  
Windows Server 2012  
Office365

**Nutanix**

NPSE  
NPSR  
NPP

**Palo Alto**

ACE  
ASE  
CNSE  
TRAPS

**Polycom**

**Promethean**

**Splunk**

**RingCentral**

**RSA - RCSP**

**TrendMicro**

TCE  
Datacenter

**Unitrends**

**VMWare**

AirWatch  
VCP5  
VTSP  
vCloudAir  
vSOM  
Desktop Virtualization  
vSAN & EVO  
VCP-NV

**Veeam**

VMSP/TSP

**Xirrus**

XCWP  
XCWT



## **ATTACHMENT 4 – TIG BUSINESS LICENSES**

Following this page, please find TIG's Business Licenses.

**RFQ IT 73-19  
Technology Integration Group  
Attachment B -  
Contractor's Bid**



OKALOOSA COUNTY TAX COLLECTOR  
BEN ANDERSON

2018 - 2019  
OKALOOSA COUNTY LOCAL BUSINESS TAX RECEIPT  
STATE OF FLORIDA

RECEIPT NO. 3600100746783  
EXPIRES SEPTEMBER 30, 2019

BUSINESS NAME PC SPECIALISTS INC

TYPE OF BUSINESS Non-Regulated

BUSINESS ADDRESS 10240 FLANDERS CT  
SAN DIEGO, CA 92121

MAKE CHECKS PAYABLE TO: Okaloosa County Tax Collector  
P.O. Box 1387, Niceville, FL 32588

PC SPECIALISTS INC  
10240 FLANDERS CT  
SAN DIEGO, CA 92121

OKALOOSA COUNTY  
Tax Collector  
View Your Account Online



Scan Here

Scan Here

SUPPLEMENTAL  
RENEWAL  
NEW BUSINESS  
TRANSFER 0.00  
ORIGINAL TAX 35.00  
AMOUNT 0.00  
PENALTY 0.00  
COLLECTION COST 0.00  
TOTAL 35.00

Paid 0-18010518 35.00 08/24/2018

X  
SIGN AND DISPLAY AS REQUIRED  
I SWEAR THAT THIS LOCAL BUSINESS TAX RECEIPT IS MADE FOR  
THE BUSINESS OR PROFESSION INDICATED HEREON AND IS TRUE  
AND CORRECT, THE APPLICATION MUST COMPLY WITH STATE AND  
LOCAL ORDINANCE, INCLUDING ZONING.

Law requires this receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County. Upon failure to do so, the business shall be subject to the payment of another tax for the same business, profession, or occupation.

Pursuant to State Law, all Business Tax Receipts shall be issued and validated by the Tax Collector beginning July 1st of each year and shall expire on September 30th of the succeeding year. Those receipts renewed beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid; provided that the total delinquency penalty shall not exceed 25% of the business tax for the delinquent establishment.

This Receipt is a business tax only. It does not permit the licensee to violate any existing regulatory or zoning laws of the state, county, or cities nor does it exempt the business from any other tax or permits that may be required by law.

The applicant must comply with state laws and local ordinances, including zoning.

Please contact the Property Appraiser's office for information about tangible property taxes.

Failure to pay a business tax within 150 days of the initial notice can result in a civil penalty of up to \$250.

**OFFICE LOCATIONS & HOURS**

Office	Location	M	T	W	T	F
Crestview	The Braekin Building 302 N Wilson Ste 101	8:30-5	8:30-5	8:30-5	8:30-5	8:30-5
Shalimar	1250 N Eglin Pkwy Suite 101	8:30-5	8:30-5	8:30-5	8:30-5	8:30-5
Eglin AFB	310 Van Matre Ave Bldg 210	8-4:30	8-4:30	8-4:30	8-4:30	8-4:30
Hurlburt Field	120 Simpson Ave, Rm 111	8-4:30	8-4:30	8-4:30	8-4:30	8-4:30
Niceville	701 E John Sims Pkwy	8:30-5	8:30-5	8:30-5	8:30-5	8:30-5
Destin	4012 Commons Dr W Unit 122	8:30-5	8:30-5	8:30-5	8:30-5	8:30-5

Please direct any questions to our Customer Service Processing Center at (850) 651-7300, #829 from your cell phone, toll-free 1-877-TAGS-R-US (1-877-824-7787), website www.OkaloosaTax.com or email at WebMaster@OkaloosaTax.com.



**BEN ANDERSON**  
Tax Collector, Okaloosa County

www.OkaloosaTax.com

To report tax fraud call 855-489-8477 (4TX-TIPS)

