



REQUEST FOR PROPOSALS (RFP) & RESPONDENT'S ACKNOWLEDGEMENT

RFP TITLE:

Janitorial Services at the Destin-Fort Walton Beach
Airport formerly Northwest Florida Regional Airport

RFP NUMBER:

AP 25-15

RFP DUE DATE & TIME:

April 29th, 2015 2:30 P.M. CT

LAST DAY FOR QUESTIONS:

April 8th, 2015 10:30 A.M. CT

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

Okaloosa County, Florida solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications and conditions set forth in this RFP are incorporated into your response. A proposal will not be accepted unless all conditions have been met. All proposals must have an authorized signature in the space provided below. All proposals must be sealed and received by the Okaloosa County Clerk of Court by the "RFP Opening Date & Time" referenced above. The official clock for the purpose of receiving proposals is located in the Clerk of Court, Brackin Building Conference & Training Room, #305 located at 302 N. Wilson St, Crestview, FL 32536 . All envelopes containing sealed proposals must reference the "RFP Title", "RFP Number" and the "RFP Opening Date & Time". Okaloosa County is not responsible for lost or late delivery of proposals by the U.S. Postal Service or other delivery services used by the respondent. Neither faxed nor electronically submitted proposals will be accepted. Proposals may not be withdrawn for a period of sixty (60) days after the proposal opening unless otherwise specified.

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

COMPANY NAME _____
MAILING ADDRESS _____

CITY, STATE, ZIP _____
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): _____
TELEPHONE NUMBER: _____ EXT: _____ FAX: _____
EMAIL: _____

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

AUTHORIZED SIGNATURE: _____ TYPED OR PRINTED NAME _____

TITLE: _____ DATE _____

NOTICE TO RESPONDENTS

RFP AP 25-15

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed bids until **2:30 p.m. (CST) April 29th, 2015**, for the **Janitorial Services at the Destin-Fort Walton Beach Airport formerly Northwest Florida Regional Airport**.

Interested respondents desiring consideration shall provide an original and six (6) copies of their Request for Proposals (RFP) response with the respondent's areas of expertise identified. Submissions shall be portrait orientation, unbound, and 8 ½" x 11" where practical. **All originals must have original signatures in blue ink.** Guidelines detailing form and content requirements for qualifications are available by contacting Okaloosa County Purchasing Department, 602-C North Pearl St., Crestview, FL 32536, 850-689-5960, or downloading them from our website at http://www.co.okaloosa.fl.us/dept_purchasing.html or access the link "Vendor Registration and Opportunities" which will link you to the Florida Purchasing Group <http://www.floridabidsystem.com/>

A mandatory Pre-Bid meeting will be held on April 8th, 2015 at 10:30 am at the Destin-Ft. Walton Beach Airport (previously called Northwest Florida Regional Airport), 1701 State Road 85 North, Eglin AFB, FL 32542, in the 2nd floor Conference Room.

Submittals must be delivered to the Okaloosa County Purchasing Department at the address listed below no later than **2:30 p.m. (CST) April 29th, 2015** in order to be considered. All quotes received after the stated time and date will be returned unopened and will not be considered. **NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services. Respondents using mail or delivery service assume all risk of late or non-delivery.**

All submittals must be in sealed envelopes reflecting on the outside thereof "**Janitorial Services**". Failure to clearly mark the outside of the envelope as set forth herein shall result in the submittal not being considered.

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

All submittals should be addressed as follows:

**Janitorial Services at the Destin-Fort
Walton Beach Airport formerly Northwest
Florida Regional Airport**
Okaloosa County Purchasing Department
602-C North Pearl Street
Crestview, FL 32536

Zan Fedorak Purchasing Manager	Date
Deputy Clerk Clerk of Circuit Court	Date

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS

Nathan D. Boyles
Chairman

PROPOSAL REQUIREMENTS

SCOPE:

The following provides the responsibilities of the successful respondent for janitorial services at the Destin-Fort Walton Beach Airport formerly Northwest Florida Regional Airport. It is very important for all parties bidding on this contract to recognize that the majority of the facilities for which they will be responsible are open to the public during all the hours covered by this contract. Therefore, the methods employed as well as their dress and conduct must be of the highest standards – especially in the areas of safety and customer (passenger) service.

SPECIFIC DUTIES

Public Areas (non-restroom)

- | | |
|-------------------------------|--------------------|
| a) Vacuum | Once (1) per shift |
| b) Sweep/Mop Terrazzo | Daily |
| c) Empty Trash Containers and | As needed |
| d) Remove to dumpster | |
| e) Sweep/Clean interior of | Once (1) per shift |
| f) Passenger loading bridges | |

General Dusting

- | | |
|--------------------------------|-------------------------------|
| a) Light fixtures | Daily |
| b) Walls | Daily |
| c) Baseboards | Daily |
| d) Ceilings | Daily |
| e) Counter Tops | Daily |
| f) Window Ledges | Daily |
| g) Flight Information Displays | Daily |
| h) Terrazzo strip and wax | Once (1) per quarter |
| i) TSA Checkpoint Screening | Once (1) every two (2) months |

Public Restrooms

- | | |
|------------------------------------|-------------------|
| a) Wet mop and sanitize flooring | 3 times per shift |
| b) Clean all mirrors | 3 times per shift |
| c) Clean and sanitize all fixtures | 3 times per shift |
| d) Empty all waste containers | As required |

- e) Replenish supplies As required
- f) Clean and sanitize all basins, 3 times per shift
- g) Toilets and urinals 3 times per shift
- h) Power Wash Restrooms As required

Administrative Offices and other office areas

- a) Vacuum all flooring Min. two (2) times per week
- b) Clean/sanitize restrooms Daily
- c) Restock supplies in restrooms Daily
- d) Mop vinyl floors Min. two (2) times per week

Taxicab Queue Restrooms

- a) Clean/sanitize restrooms Daily
- b) Restock supplies Daily
- c) Mop/sanitize floors Daily

Car rental offices

- a) Empty all waste containers Daily
- b) Mop vinyl floors Min. one (1) time per week

In addition, the contractor shall:

- a) Furnish all qualified labor required to complete all of the contracted janitorial services as contained within the RFP and scope of work.
- b) Furnish the commercial grade equipment necessary for cleaning and finishing all floor surfaces to include but not limited to the hard floor areas (terrazzo) and commercial grade vacuum cleaners with attachments.
- c) Report any conditions that may require action by airport personnel, especially those involving safety concerns.
- d) Develop a checklist and/or inspection report that shall be approved by the Airport detailing work performed. Such reports shall be submitted to the airport daily.
- e) Participate in any current or future recycling programs supported by the Airport.
- f) Agree that any work not performed or any portion of any work shift for which work under this contract was scheduled and not met shall be reduced from payments made associated with this contract.
- g) Pay for any work necessary or fees associated with the loss of keys and/or badges provided to the contractor's employees as part of this contract.

- h) Agree to provide additional labor services during peak periods at an established rate as listed on the Proposal Sheet.
- i) Provide actively involved supervision of their personnel to include a “working lead” on each shift.
- j) Provide weekly timesheets and/or other acceptable forms of documentation regarding attendance and shift coverage.
- k) Provide documentation on safety related training conducted with employees concerning the use of equipment and chemicals.
- l) Provide a minimum of three (3) employees per shift while the airport is open to the public, seven (7) days per week, 365 days per year. There shall be at least one male and one female assigned to each shift.
- m) Submit a schedule of work for each week to include employees assigned to each shift.
- n) Establish a procedure to be approved by the Airport for employees to check-in and check-out at anytime they are going to depart from their assigned duties.
- o) Provide uniforms, to be approved by the Airport, in such a number that each employee has an adequate number to maintain proper appearance.
- p) Floor wax stripper, wax lay down, and burnish/buffer machines shall be rider capable in order to expedite all floor finishing needs.
- q) Furnish all cleaning chemicals and equipment used to provide janitorial cleaning. All chemicals utilized shall be “Green” compliant and be approved by the Airport.
- r) Mop heads and cleaning rags utilized for airport cleaning shall be provided and laundered by the contractor.
- s) All wet floor signage and any delineators needed for public safety shall be provided by the contractor.
- t) Furnish the following consumables which must meet minimum Airport standards. In-addition storage space at the Airport is very limited and weekly deliveries are expected.

REQUIRED CONSUMABLES (Not all inclusive)

- a) Georgia Pacific Enmotion paper towels for automatic machines
- b) 2 ply minimum toilet tissue, both regular and 9” rolls
- c) Standard elongated toilet seat covers
- d) Waxed paper feminine napkin disposal bags Hospeco part # HS-6141
- e) Dusters and refills for dusting
- f) Sweepers and refills for restroom floors
- g) Household paper towels used for restroom cleaning
- h) 22”x16”x58” RC black 3 mil. trash bags
- i) 23”x10”x39” RC black 3 mil. trash bags
- j) 24”x33” RC black .001 gauge trash bags
- k) 15”x9”x24” RC black .001 gauge trash bags
- l) Dial antimicrobial hand soap for use in restroom soap dispensers

- m) Mop buckets/ringers and mops
- n) Cleaning rags to be used for general cleaning needs
- o) Magic erasers or equivalent for removing stains, marks etc.
- p) Gojo foam soap refills for dispensers in handicap stalls

GENERAL INFORMATION

The following reflects the approximate square footage of flooring for which the contractor will be responsible for maintaining:

- 1. Carpet 63,000
- 2. Rubber flooring 8,000
- 3. Terrazzo 15,500
- 4. VCT 15,000
- 5. Porcelain 6,000
- 6. Carpeted hold room 7,500

TERM OF CONTRACT:

The initial term of this contract shall be from completion of signatures by both parties and shall run for a period of 24 months from the date of signing.

RENEWAL OPTION:

The contract may be renewed for one (1) additional two (2) year period.

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 09/22/14

BONDING REQUIREMENTS

Performance Bond required.

RESPONDENT'S INSURANCE

1. The Respondent shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Management Manager or designee.
2. All insurance policies shall be with insurers licensed to do business in the State of Florida.
3. All insurance shall include the interest of all entities names in and its respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by County as Additional Insured. 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. The County shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation and Professional Liability.
5. The County shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual agreements between the County and the Respondent.
6. The County shall retain the right to reject all insurance contracts 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 Respondent.
7. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the Respondent, which are involved, and which is a part of the contract.
8. The County reserves the right at any time to require the Respondent to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
9. The designation of Respondent shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.

10. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the County Representative.

WORKERS' COMPENSATION INSURANCE

1. The Respondent 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 Respondent 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. Such insurance shall comply with the Florida Workers' Compensation Law.
3. No class of employee, including the Respondent himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE AND COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Respondent shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
2. The Respondent shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures. The coverage shall include both On-and Off-Premises Operations, Contractual Liability, and Broad Form Property Damage.
3. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claim-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Respondent shall notify the County representative in writing. The Respondent shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
4. Commercial General Liability coverage shall be endorsed to include the following:
 - 1.) Premises – Operation Liability
 - 2.) Occurrence Bodily Injury and Property Damage Liability
 - 3.) Independent Respondent's Liability
 - 4.) Completed Operations and Products Liability

5. Respondent shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for two (2) years beyond acceptance of project.

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. Worker’s Compensation	
1.) State	Statutory
2.) Employer’s Liability	\$100,000 each accident
2. Business Automobile & Commercial General Liability Insurance	\$1,000,000 each occurrence (A combined single limit)
3. Personal and Advertising Injury	\$250,000
4. Professional Liability	\$1,000,000 each occurrence (A combined single limit)

NOTICE OF CLAIMS OR LITIGATION

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

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

CERTIFICATE OF INSURANCE

1. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by County prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 602-C North Pearl Street, Crestview, Florida, 32536.
2. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance,

shall so provide.

3. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
4. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Respondent's full responsibility. In particular, the Respondent shall afford full coverage as specified herein to entities listed as Additional Insured.
5. 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. Specific written approval from Okaloosa County will only be provided upon demonstration that the Respondent has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

GENERAL TERMS

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

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

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

The Respondent hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Respondent under all the foregoing policies of insurance.

UMBRELLA INSURANCE

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

PROPOSAL SPECIFIC CONDITIONS

PERSONNEL BACKGROUND CHECKS/BADGING

All persons assigned to the services who will be entering the Destin-Fort Walton Beach Airport (formerly Northwest Florida Regional Airport) must first take and pass Federal and State Criminal Background Security Checks and obtain an airport security badge. The cost of the background checks and badging will be at the successful Respondent's expense. Applications for the Background Security Check and additional information on obtaining an identification badge can be found by contacting the Airport Operations Center at 850-651-7166.

ANNUAL APPROPRIATION

In the event that funds are insufficient or are not appropriated for this contract in any fiscal year, the County reserves the right to modify, adjust, or cancel the contract in accordance with available funds. The County shall provide the contractor with no less than thirty (30) days notification of termination because of lack of funds.

ADJUSTMENTS TO CLEANING AREAS

In the event that additional or less square footage is required to be serviced under this contract which will require an adjustment to the labor hours expended under the requirements of the contract, the contract will be amended consistent with the labor hour rate submitted on the bid sheet.

SUBCONTRACTS BY CONTRACTOR

The contractor shall not enter into subcontracts for any of the work to be performed under this contract without obtaining prior written approval of the Airport. All approved subcontracts shall be subject to the conditions of this contract and to any additional conditions as deemed necessary by the Airport.

COST OF PREPARATION

The cost of preparing a response to the RFP shall be borne entirely by the Respondent.

AVAILABILITY OF PERSONNEL

Personnel described in the response shall be available to perform the services as described. All personnel shall be considered to be, at all times, the employees, or agents of the Respondent and not employees or agents of the Destin-Fort Walton Beach Airport (formerly Northwest Florida Regional Airport) or of Okaloosa County and must be able to pass the Federal and State Criminal Background Checks.

RESPONSE FORMAT AND CONTENT

Respondents are advised to carefully follow the instructions as contained within this document, in order to be considered fully responsive to the solicitation.

Respondents are further advised that lengthy or wordy submissions are not necessary. The primary proposal should be no more than twenty (20) pages.

- **Section 1. Cover Letter – limit of one page**

Respondent must submit a cover letter, signed by an authorized representative, committing Respondent to providing the Services in accordance with its Proposal and the terms and conditions of any Agreement which may be awarded pursuant to this RFP.

- **Section 2. Executive Summary – limit of three pages**

Respondent must provide an executive summary, which addresses the following information:

A. Outline the number of years Respondent has been in business and identify Respondent's legal name, its headquarters address, its principal place of business, its legal form (i.e. corporation, joint venture, partnership), the names of its principals or partners, and whether Respondent is authorized to do business in the State of Florida.

If Respondent is a business entity comprised of more than one (1) legal entity, Respondent must identify all legal entities so comprising Respondent; it must identify each entity's respective ownership percentage of Respondent; and Respondent must summarize the role, degree of involvement and experience of each such separate entity;

B. Indicate the name, mailing address, email address, and telephone number(s) of the principal contact for oral presentation or negotiations;

C. Explain its understanding of the County's intent and objectives and its approach to achieving those objectives;

D. Provide a brief summary of the qualifications, experience and background of the team and its committed Key Personnel (as herein defined);

- **Section 3. Company Profile – limit of one page (plus any attachments required by the provisions below)**

Respondents must briefly describe their legal structure and the way in which their business is organized. If Respondent is a joint venture, attach a copy of the joint venture agreement signed by an authorized officer of each joint venture must be attached.

- **Section 4. Project Understanding and Approach – limit of five (5) pages**

Respondent must describe its interest, understanding and approach to providing the advertised services. Respondent must include an explanation of its approach to project management. Also to be included are: a plan for implementing and monitoring the services; organizational chart showing the relationship between all team-member firms; the roles and responsibilities of team-member firms; strategies, tools and safeguards for ensuring timely, quality performance of all required timely services; employees, equipment, training and on-going support, and any additional factors for the County's consideration.

- **Section 5. Professional Qualifications and Specialized Experience – limit of five (5) pages**

Respondents must describe their qualifications and specialized experience necessary to provide the Services. This description should include similar experience at major commercial facilities up to including other airports or in managing similar contracts. This description should also include the proposed organizational structure, lists of key personnel and description of all personnel who will provide the Services.

- **Section 6. Pricing**

Respondent must provide proposed lump sum annual pricing for all labor and equipment.

Respondent shall provide proposed monthly lump sum pricing for all consumables and supplies to fulfill the requirements of the contractor's responsibilities and specific duties including all other requirements within this RFP.

GENERAL SERVICES SPECIAL PROPOSAL CONDITIONS

1. **PROJECT DESCRIPTION** – To provide janitorial services at the Destin-Fort Walton Beach Airport (formerly Northwest Florida Regional Airport). The facilities are open to the public during all the hours covered by this contract. Therefore, the methods employed as well as their dress and conduct must be of the highest standards – especially in the areas of safety and customer (passenger) service.

2. PRE-PROPOSAL ACTIVITY -

1. **Mandatory Pre-Proposal Meeting** – A mandatory pre-proposal meeting will be held at the Destin-Fort Walton Beach Airport formerly Northwest Florida Regional Airport., ~~602-C North Pearl Street, Crestview, Florida~~ on **MONTH DAY at 10:00** A.M. to provide an opportunity for respondents to discuss the proposal.
2. **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. Any inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing to, by US mail or email to:

Okaloosa County Purchasing Department
602 C North Pearl Street
Crestview, FL 32536
Email: sestes@co.okaloosa.fl.us
(850)689-5960

All questions or inquiries must be received no later than seven (7) calendar days prior to the proposal closing date. Any addenda or other modification to the proposal documents will be issued by the County five (5) days prior to the date and time of proposal closing, as a written addenda distributed to all prospective respondents by posting to the Florida Online Proposal System (Florida Purchasing Group). To access the Florida Online Proposal System go to: www.floridabidsystem.com.

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

3. **PREPARATION OF PROPOSAL** – The proposal form is included with the proposal documents. Additional copies may be obtained from the County. The respondent shall submit an original and two (2) copies of the proposal form.

All blanks on the proposal form shall be completed by printing in ink or by typewriter in both words and numbers with the amounts extended, totaled and the proposal signed. A proposal price shall be indicated for each section, proposal item, alternative, adjustment unit price item, and unit price item listed therein, or the words “No Proposal”, “No Change”, or “Not Applicable” entered. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any

discrepancy between the written amount and the numeric figures, the written amount shall govern. Any proposal which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting proposals may be rejected.

A proposal submitted by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer who has legal authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary.

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

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

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

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

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

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

If the respondent is an out-of-state corporation, the proposal shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida in accordance with Article 3.

4. **INTEGRITY OF PROPOSAL DOCUMENTS** - Respondents shall use the original Proposal Sheet provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the Proposal Sheet if sufficient space is not available. Any modification or alteration to the original proposal documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a proposal. Any such modifications or alterations that a respondent wishes to propose must be clearly stated in the respondent's response in the form of an addendum to the original proposal documents.
5. **SUBMITTAL OF PROPOSAL** – A proposal shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to proposal and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the proposal is submitted), the name and address of the respondent, and shall be accompanied by the proposal security and other required documents.

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

6. **MODIFICATION & WITHDRAWAL OF PROPOSAL** - A proposal may be modified or withdrawn by an appropriate document duly executed in the manner that a proposal must be executed and delivered to the place where proposals are to be submitted prior to the date and time for the opening of proposals.

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

7. **PROPOSAL OPENING INFORMATION** – Proposals will be opened at the time and place indicated in the advertisement or request for proposal and unless obviously non-responsive, read aloud publicly. It is the respondent’s responsibility to assure that its proposal is delivered at the proper time and place. Offers by telegram, facsimile, or telephone will **NOT** be accepted.

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

8. **PROPOSAL TABULATION SHEET** – Any respondent interested in receiving a copy of the proposal tabulation sheet **must** enclose a stamped self-addressed envelope with their proposal.
9. **PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE** – All proposals will remain subject to acceptance or rejection for sixty (60) calendar days after the day of the proposal opening, but the County may, in its sole discretion, release any proposal and return the proposal security prior to the end of this period.
10. **IDENTICAL TIE PROPOSALS** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality and service are received by the County for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process (see attached certification form).

Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program.

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

11. **CONDITIONAL & INCOMPLETE PROPOSALS** - Okaloosa County specifically reserves the right to reject any conditional proposal and proposals which make it impossible to determine the true amount of the proposal.
12. **PROPOSAL PRICE** – The proposal price shall include all equipment, labor, materials, permit(s), freight, taxes, required insurance, Public Liability, Property Damage and Workers’ Compensation, etc. to cover the finished work called for.
13. **ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this proposal or resulting contract when deemed to be in the County’s best interest.

14. **SPECIFICATION EXCEPTIONS** – Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer’s specifications which conflict with the proposal specifications. Respondent must also explain any deviation from the proposal specification in writing, as a foot note on the applicable proposal page and enclose a copy of the manufacturer’s specifications data detailing the changed item(s) with their proposal. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with proposal specifications.

15. **APPLICABLE LAWS & REGULATIONS** – The respondent’s attention is directed to the fact that all applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the proposal throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.

16. **DISQUALIFICATION OF RESPONDENTS** - Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its proposal:

Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name.

Evidence that the respondent has a financial interest in the firm of another respondent for the same work.

Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.

Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.

Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.

Default under previous contract.

Listing of the respondent by the Federal Government on its barred/suspended vendor list.

17. **AWARD OF CONTRACT -**

A. **Okaloosa County Review** - Okaloosa County designated Staff will review all proposals and will participate in the Recommendation to Award.

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

- C. Okaloosa County reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgment will best serve the interest of the County.
- D. Okaloosa County specifically reserves the right to reject any conditional proposals and proposals which make it impossible to determine the true amount of the proposal. Each item must be proposal separately and no attempt is to be made to tie any item or items to any other item or items.
18. **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 #.
19. **DISCRIMINATION** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
20. **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.
21. **CONFLICT OF INTEREST** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposals the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.
- Note: For respondent’s convenience, this certification form is enclosed and is made a part of the proposal package.**
22. **RECYCLED CONTENT INFORMATION** - In support of the Florida Waste Management Law, respondents are encouraged to supply with their proposal any information available regarding recycled material content in the products proposal. The County is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.) and the percentage of recycled material contained in the product. The County also requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.
23. **LOCAL PREFERENCE** - Okaloosa County reserves the right to grant a preference to in-county respondents only when proposals are received from firms located in states, counties, municipalities or other political subdivisions which offer preference to respondents located in such political

subdivisions. The amount of preference given to local respondents will be the same as that given by the state, county, municipality or other political subdivisions in which a respondent is located. If the political subdivision in which a respondent is located offers a preference to its local firms, that respondent must plainly state the extent of such preference to include the amount and type preference offers. Any respondent failing to indicate such preference will be removed from the County proposal list and any and all proposals from that firm will be rejected.

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

24. **REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Proposals will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
25. **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.
26. **AUTHORITY TO PIGGYBACK** - All respondents submitting a response to this Request for Proposal agree that such response also constitutes a proposal to all governmental agencies under the same conditions, for the same contract price, and for the same effective period as this proposal, should the respondent feel it is in their best interest to do so.

Each governmental agency desiring to accept these proposals and make an award thereof shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this proposal.

This agreement in no way restricts or interferes with the right of any governmental agency to proposal any or all items.

27. **NO CONTACT CLAUSE** - The Okaloosa County Board of County Commissioners has established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal proposals, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences when the procurement document is received by the respondent and terminates when the Board of County Commissioners approves an award.

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

28. **REVIEW OF PROCUREMENT DOCUMENTS** - Per Florida Statute 119.071 (2) 2 sealed proposals, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) (Inspection and copying of public records) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the proposals, proposals, or final replies, whichever is earlier.

29. **COMPLIANCE WITH FLORIDA STATUTE 119.071** - The Respondent shall comply with all the provisions of section 119.071, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.

30. **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.

31. **SUSPENSION OR TERMINATION FOR CONVENIENCE** - The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County’s convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

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

33. **AUDIT** - If required, respondent shall permit an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this contract from the date of the contract through and until the expiration of contract.

34. **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.
35. **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.
36. **UNAUTHORIZED ALIENS/PATRIOT’S ACT** – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent’s failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.
- 37. The following documents are to be submitted with the proposal packet:**
- A. Drug-Free Workplace Certification Form
 - B. Conflict of Interest
 - C. Federal E-Verify
 - D. No Contact Clause Form
 - E. Recycled Content
 - F. Indemnification and Hold Harmless
 - G. Company Data
 - H. Addendum Acknowledgement
 - I. Proposal Sheet
 - J. Lobbyist Certification

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____
(Typed or Printed)

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

CONFLICT OF INTEREST DISCLOSURE FORM

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

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

YES _____

NO _____

NAME(S)

POSITION(S)

FIRM NAME: _____

BY (PRINTED): _____

BY (SIGNATURE): _____

TITLE: _____

ADDRESS: _____

PHONE NO. _____

E-MAIL _____

DATE _____

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

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

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

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

NO CONTACT CLAUSE

The Board of County Commissioners have established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal proposals, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department.

The period commences when the procurement document is received by the Respondent and terminates when the Board of County Commissioners approves an award.

When the solicitation silence period is in effect, no oral or written communication is allowed regarding the solicitation between prospective respondents/respondents and members of the Board of County Commissioners, the County Administrator, county employees or members of the Board Approved Review Committee. All questions or requests for information regarding the solicitation **MUST** be directed to the designated Purchasing Representative listed in the solicitation.

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

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

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

I _____ representing _____
Signature Company Name

On this _____ day of _____ 2015 hereby agree to abide by the County's "**No Contact Clause**" and understand violation of this policy shall result in disqualification of my proposal/submittal.

RECYCLED CONTENT FORM

RECYCLED CONTENT INFORMATION

1. Is the material in the above: Virgin_____ or Recycled_____ (Check the applicable blank). If recycled, what percentage _____%.

Product Description: _____

2. Is your product packaged and/or shipped in material containing recycled content?

Yes_____ No_____

Specify: _____

3. Is your product recyclable after it has reached its intended end use?

Yes_____ No_____

Specify: _____

The above is not applicable if there is only a personal service involved with no product involvement.

Name of Respondent: _____

E-Mail: _____

INDEMNIFICATION AND HOLD HARMLESS

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

Respondent's Company Name

Authorized Signature – Manual

Physical Address

Authorized Signature – Typed

Mailing Address

Title

Phone Number

FAX Number

Cellular Number

After-Hours Number(s)

Date

COMPANY DATA

Respondent's Company Name:

Physical Address & Phone #:

Contact Person (Typed-Printed):

Phone #:

Cell #:

Federal ID or SS #:

Respondent's License #:

Fax #:

Emergency #'s After Hours,
Weekends & Holidays:

ADDENDUM ACKNOWLEDGEMENT

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

ADDENDUM NO.

DATE

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.

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

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

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

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

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 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.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date