



## **CITY OF ST. AUGUSTINE BEACH**

### **REQUEST FOR PROPOSALS**

### **RFP No: 21-07; VOICE AND DATA SYSTEMS**

City of St. Augustine Beach  
2200 A1A South  
St. Augustine Beach, FL 32080  
(904) 471-2122

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### **BACKGROUND**

#### **PURPOSE**

The purpose for this Request for Proposals (RFP) is to evaluate and select a business to provide voice and data services to the city offices of the City of St. Augustine Beach. The services requested include, but aren't limited to, the replacement of the existing ISP data circuit at a primary site and a satellite office and the replacement of an existing multi-site telecommunications system.

Proposals will be evaluated in part on the vendors understanding of the City's needs, the ability to deliver requested products and services on time, costs of the services and products provided, the payment structure for provided services, and the vendors ability to provide timely troubleshooting and repair.

#### **SUMMARY**

The products and services proposed in response to this request must functionally replace the products and services provided by the existing data and voice telecommunications contract. City staff expects products or services proposed to be equally feature rich, or to have improvements over the previous products and services.

**Responses should include the following data related products or services:**

- Data connection to primary site >50Mbps
- Data connection to remote site >10Mbps
- Replacement of currently leased switches (provisioned and configured by provider - owned by City at end of contract term)
- Connection between primary and remote site for voice and data communications
- Block of static IPv4 addresses – static IP for both sites and both primary buildings
- All sites and buildings configured for proper data communication – including VLAN configurations, firewall integrations, and voice and data interconnections
- Option to relocate DMARC at primary site to auxiliary building – City to provide path to ROW

**Responses should also include the following telecom related products or services:**

- Telecommunication system
- Desk phones for all users/workstations/work areas
- Portable phones or analog adapters for several lines
- Required POTS lines migrated for existing main buildings at primary site
- Migration of existing DID numbers
- Unified system across buildings and sites

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### **LOCATIONS**

This RFP document discusses work to be completed and hardware to be installed at four buildings within two physical sites. The three buildings at the primary site are the City Hall, Police Department, and Building C (a small auxiliary building). The remote site is utilized by the City's Public Works Department and has a single building currently.

#### **Primary Site**

The primary site is a campus of three interconnected buildings located between 2200 and 2300 A1A South. The main two buildings are interconnected by City-owned fiber, while the third auxiliary building is connected by range extended Ethernet. An effort is currently underway to add a fiber connection between the auxiliary building and the main two buildings, this connection may be in place prior to the work in this RFP being performed.

##### **City Hall**

- City offices located at 2200 A1A South.
- Fiber connected to Police Department.
- Ethernet connected to Building C.

##### **Police Department**

- Police Department located at 2300 A1A South.
- Fiber connected to City Hall.
- Currently houses all ISP connections.
- Currently houses City servers.

##### **Building C**

- Auxiliary office located at 2250 A1A South.
- Ethernet connected to City Hall.

#### **Remote Site**

The remote site currently houses a single building (with future plans for a second building) located roughly  $\frac{3}{4}$  of a mile away at 2055 Mizell Road. The site is currently an independent network, but voice data is connected to the primary site by MPLS.

##### **Public Works**

- Public Works located at 2055 Mizell Road.
- Currently connected by MPLS – only voice services are linked.

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### CURRENT EQUIPMENT & SERVICES

The products and services associated with this RFP are currently provided through an existing contract with Windstream Enterprise. The contract was bid through the RFP process and the City Commission approved the contract for an initial 3-year term, plus one optional 3-year renewal term. The existing contract has expired, the optional renewal has been utilized, and this RFP represents a required rebid. No vendor has preference, and no vendors are currently excluded from the process.

Existing products and services provided include:

- 50Mbps Partial Metro service at primary site
- 10Mbps Partial Metro service at remote office.
- Leased switches – HP ProCurve 2530, J9772A at two primary buildings, and J9776A at the remote site.
- Configuration of all routing and switching equipment including multiple VLANs across sites.
- MPLS connection between sites.
- Provisioning of static IPv4 address block – block of 8.
- Leased telecommunications system - Allworx 6x.
- Leased desk phones for all users/workstations/work areas - Allworx 9212L/9224.
- Provisioning of POTS lines.
- Migration of existing DID numbers.
- Provisioning of SIP call paths

Staff has made every attempt to adequately describe the necessary products, services, and work required in this RFP document. Any omissions by City staff will not be considered a valid reason to reappraise submitted proposals or deviate from the terms of this RFP including the timeline. It is incumbent upon respondents to ask necessary questions during the appropriate QA times, and schedule required site visits.

This project, both data and voice portion, involves work to be completed within a Law Enforcement Agency, and work on Law Enforcement Systems. All respondents agree to comply with the requirements of the CJIS Security Policy where it may apply, and to provide employees and contractors with a clear criminal history. Additionally, personnel performing work within law enforcement spaces must always be escorted.

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### PROJECT SCOPE

#### DATA PROJECT

The data project should include replacement/refresh of all data related service, equipment and configuration currently provided by Windstream Enterprise. This should include the replacement of all leased equipment, the addition of switching equipment to the auxiliary building, the configuration of routing and switching equipment including modifications to City firewalls, and replacement of the ISP data connections.

Respondents will provide the following:

- POE/POE+ switches to functionally replace HP 2530s.
  - 6 x 48 Port switches to replace leased equipment at City Hall (2), the Police Department (2), and the Public Works Facility. With the final switch adding switching capacity to the auxiliary building.
  - All switches must provide adequate switching capacity.
  - The three switches for the primary site must include SFP ports to allow LC fiber connections between buildings.
  - All switches will be City property at end of initial contract term.
- Data connections to and from ISP and related routing equipment (if required).
- Configuration of all routing and switching equipment, to include modifying configuration on existing firewalls.
- All hardware, components, parts and assemblies installed by the contractor shall be warranted against defects in material and workmanship for a period of at least twelve (12) months, parts and labor, commencing upon date of acceptance by the City. Leased equipment should be warranted for the entire period that the City possesses the equipment.
- Interconnection of Voice & Data services (MPLS or VPN) between primary and remote sites, proper routing, switching, and firewall configuration to allow these connections.
- Proper isolation (ACL, VLAN, etc.) of Police Department network as required by the CJIS Security Policy.
- Configuration to allow relocation of Police Department/City servers to Building C. Building C switch configured for access to both VLANs/ACLs.
- Proper documentation of all work completed, including updated network diagrams to match the specifications required in the CJIS Security Policy.

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### VOICE PROJECT

The voice project should include replacement/refresh of all voice related service, equipment and configuration currently provided by Windstream Enterprise. This should include the replacement of all leased phone equipment (including the phone system, desk phones, analog converters if necessary, conference phones, portable phones and intercom equipment), replacement or porting of voice circuits (including provisioned voice pathways on data circuits, POTS lines, DID numbers, main numbers, etc.) and proper installation and configuration to functionally complete one phone system. If phones do not include an additional data port, additional switch capacity may be required. System shall include multiple departments, to include separate main numbers, DID numbers, ring groups, auto attendants, and voice mailboxes.

The vendor shall be responsible for QOS for voice services. The City shall not be responsible without the results of a network assessment from a mutually agreed upon, independent, qualified provider.

#### Primary Site

##### City Hall

- Port main numbers and fax number.
  - Incoming lines to City Manager and Building Department.
  - Fax line within the City Manager's Office.
- Port DID numbers (or provision appropriate new DID numbers).
- Provision POTS lines for fax.
- Provide 23 desk phones.
  - 12 for City Manager's Office or related functions.
  - 11 for Building/Planning Department or related functions.
- Provide 2 headsets for answering calls.
- Provide 2 conference phones.
  - One each for City Manager's Office and Building Department.
- Provide 2 cordless phones.
  - One each for City Manager's Office and Building Department.
- Install and configure all equipment.
  - Configure main numbers to department ring groups/auto attendants as appropriate.
  - Configure desktop phones and extensions, including DID numbers and voice mailboxes.

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### Police Department

- Port main number, fax number, and any necessary POTS numbers for auto-dialers.
- Port DID numbers (or provision appropriate new DID numbers).
- Provision POTS lines for fax.
- Provide 16 desk phones.
- Provide 1 conference phone.
- Provide 1 cordless phone.
- Install and configure all equipment.
  - Configure main number to department ring group/auto attendant.
  - Configure after hours auto transfer.
  - Configure off-hook auto-dial for outside emergency call box.
  - Configure desktop phones and extensions, including DID numbers and voice mailboxes.
  - Configure secure outside access to voice mailboxes for personnel.
- Properly provision agency for priority restoration as a primary law enforcement facility.

### Building C

- Provide any necessary POTS number for future auto-dialer.
- Provide 4 desk phones.
- Install and configure all equipment.

### Remote Site

#### Public Works

- Port main number.
- Port DID numbers (or provision appropriate new DID numbers).
- Provide 10 desk phones.
- Provide 1 cordless phone.
- Interface with existing intercom system and loudspeaker or replace existing equipment to allow loudspeaker paging in garage area.
  - Current system has speakerphone output from a handset connected to a Wheelock TPA-10 amplifier, feeding a 70v horn-style loudspeaker.
- Install and configure all equipment.
  - Configure main number to department ring group/auto attendant.
  - Configure desktop phones and extensions, including DID numbers and voice mailboxes.

### OPTIONAL ADDITIONS



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Along with the required hardware, services, and configurations listed above, City staff would be interested in several options with the RFP. Although these are not required parts of the RFP response, City staff may select a proposal based on the inclusion of desirable options. If possible, the City would be interested in seeing several options and the impact of each to the proposed contract pricing.

If available, the City would be interested in the pricing impact of each of the following options:

- Self-labeling phones – City staff is interested in phone systems without printed paper labels, allowing assignment of soft keys and displaying the assignment on the devices screen rather than printed label.
- Service to integrate at least 10 cellular phones (IOS & Android based SoftPhones) into the phone system. For example, in the currently utilized Allworx system, this would be Allworx Reach licensing.
- Conference calling services/ability/licensing.
- Relocation of DMARC to Building C. (If fiber and pathway is in place by start of work)
- 24/7/365 US-Based support.

Vendors may include options that are not listed, but should adequately explain features provided and impact to cost, as well as the use or reason the City would be interested in the optional feature.

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### PROPOSAL SUBMISSION

#### SUBMITTAL DETAILS

Vendors interested in responding to this RFP shall provide responses in accordance with the following specifications:

- Vendors must complete required site visit prior to submission of sealed bid.
- Vendors shall provide responses via sealed bid. These may be mailed, or hand delivered physical packets, or eBids through the DemandStar platform only. If a vendor does not utilize DemandStar, bids may be physically submitted to the address and specifications below. Bids delivered via email or other digital method are non-compliant and will be disqualified. Bids received after due date shown on timeline will be discarded without opening. Deliver bids to:

Attn: IT Dept. – RFP 21-07  
City Manager's Office  
2200 A1A South  
St. Augustine Beach, FL 32080

- Each sealed bid packet shall contain 6 printed copies of proposal, one digital copy of proposal on USB flash storage, or one digital set delivered through the DemandStar platform.
- Bid shall be organized as follows:
  - Cover sheet
  - Proposal cost
  - Any separate options and related cost
  - Proposal details
  - Company details
  - Details of personnel that will be assigned to project
  - Details of intended sub-contractors
  - References (should include references from at least two government entities)
  - Expected deviations from request and explanation for deviations

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### PROPOSAL PRICING/TERM

City Staff has a strong desire for this proposal to be priced in the same manner as the previous approved contract with Windstream Enterprise. The prior contract with the current provider was approved by the City Commission and represents an acceptable term to our elected officials. Additionally, the pricing format matches our existing budget style and the capital approvals for the current fiscal year.

City staff is seeking proposals with the following pricing and term:

- All costs, as much as possible, to be included into a monthly structured bill or monthly recurring charge (MRC) for everything listed in this RFP. One unified bill.
- 3-year initial contract term, with one optional 3-year renewal term. Contract shall not be renewable after the second term.
- After the initial contract term, if the contract is not renewed by authorized City staff, all services will continue on a month-to-month basis and may be discontinued with 30-days written notice.
- During the contract term, Monthly recurring charges for service may not be increased by any amount above the agreed upon rates, except for additions and/or increases in applicable taxes, surcharges and assessments. Vendor will be required to provide proof of increase and 90-day notice to allowable increases.

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### TIMELINE

TIME DUE	DATE DUE	DESCRIPTION
	December 29, 2021	RFP RELEASE AND INITIAL BID ADVERTISEMENT
8:00am	January 3, 2022	BEGIN ACCEPTING SCHEDULED SITE VISITS
12:00pm	January 7, 2022	QUESTIONS DUE FOR ADDENDUM 1
5:00pm	January 10, 2022	ADDENDUM 1 RELEASE
5:00pm	January 19, 2022	QUESTIONS DUE FOR ADDENDUM 2
5:00pm	January 21, 2022	ADDENDUM 2 RELEASE
5:00pm	January 27, 2022	SITE VISITS DUE
3:00pm	January 31, 2022	BIDS DUE
3:05pm	January 31, 2022	BID OPENING
3:00pm	February 4, 2022	MEMORANDUM/BID AWARD RECOMMENDATION
5:00pm	February 4, 2022	BID AWARD
8:00am	March 7, 2022	CONTRACT DUE/PROJECT START OFF-SITE PHASE
8:00am	May 9, 2022	BEGIN ON-SITE PHASE
8:00am	June 9, 2022	PROJECT COMPLETE/FULLY CUTOVER

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### TIMELINE ADJUSTMENTS

The project timeline is listed formally for reference and staff would prefer to complete the project on or before the scheduled date. Staff is aware that adjustments may be necessary. Vendors are encouraged to stick to the above timeline as closely as possible, but some notable adjustments to dates will occur automatically. Those adjustments are outlined below.

Task	Time	Trigger	Description
Contract negotiations	30 Days	Approval of bid by City Commission or City Manager	Within 30 days of the approval of the bid, the vendor and the City must agree to, sign and countersign a contract for the proposed products and services. Upon the advice of the City Attorney or after 30 days with no contract, staff will recommend award to the next highest ranked vendor.
Off-site work	60 Days	Signed contract in place	The vendor will have up to 60 days after the contract is signed to conduct the necessary off-site work. The vendor may utilize this time period for off-site tasks including information gathering, provisioning hardware, and to begin provisioning services.
On-site work	30 Days	Lapse of previous 60-day period, or on scheduled date for on-site installation.	The vendor will have up to 30 days to complete the on-site work, and the project. Project must be completely running, function tested, and fully cutover by the end of this period.

Additional adjustments may be considered for contract negotiations, hardware provisioning delays, or other issues on a case-by-case basis.

Although staff may allow adjustments to the timeline, City staff anticipates that bidding vendors should be ready, willing and able to provide requested services. If staff determines that a timeline adjustment is unreasonable, the contract may be awarded to the next highest-ranking vendor. For instance, if the contract cannot be settled within a reasonable period, staff may request award to a secondary vendor. Staff may determine that the contract cannot be reasonably settled with the aid of the City attorney, or after 30 days with no agreement.

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### DESIGNATED POINT OF CONTACT

Primary: Emory Nelson  
IT Specialist  
904-484-9115  
enelson@cityofsab.org

Alternate: Russell Adams  
IT Specialist  
904-484-9102  
radams@cityofsab.org

During the RFP process, vendors may not contact City staff, elected or appointed officials, except the designated point of contacts, listed above. Violating this term may result in a proposal being disqualified, and staff would strongly discourage the choice.

Vendors are encouraged to avoid contacting staff, even the designated point of contact, outside of the requirements of the RFP. The designated point of contact should be contacted only for scheduling site visits, requesting information, requesting/returning NDAs, or for the purpose of providing questions for the scheduled addendums.

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### **SENSITIVE/PROTECTED INFORMATION**

- Although staff anticipates that proposals can be generated without the need for specific sensitive information; requests for sensitive or protected information will be considered case by case. If protected or sensitive information is disseminated to vendors, it will only be after signed NDAs are received.
- The vendor that is awarded the bid will also be expected to sign an NDA prior to beginning work.

### **QUESTIONS**

- For vendors with questions related to the RFP, two due dates are listed on the timeline. Questions may be submitted at any point prior to this due date and should appear on the addendum when released. Questions received after the second addendum due date will be discarded. City staff reserves the right to answer questions after the second due date if it is determined to be in the best interest of the City.
- To submit a question or list of questions, please clearly and carefully phrase questions in an email to the designated point of contact prior to the due dates. The designated point of contact will not respond to questions directly, except to ask for clarifications; answers will be provided in QA format in the released addendum to all vendors. Staff will, however, provide a response to notify vendors of receipt of questions. If questions are submitted and no response is received within one hour, during office hours (8a-5p, M-F), vendors may forward questions to the alternate contact.

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### **EVALUATION**

Proposals shall be evaluated by a committee of City staff members, to be approved by the City Manager. City staff participating in the evaluation process shall review and evaluate each qualified proposal. Evaluation scores will be tabulated and the proposal with the highest overall score will receive a recommendation for approval. Approval of the proposal will come from the City Manager or City Commission, subsequent to the recommendation, and is subject to agreement on terms, conditions and contract approval by legal counsel.

Staff members participating in the evaluation process will use the attached form to score qualified proposals. Form may be modified to better meet the City's needs if staff determines changes are necessary.



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### Data/Phone Provider RFP – Evaluation Form

Provider: \_\_\_\_\_

Date: \_\_\_\_\_

Evaluated By: \_\_\_\_\_

		Points Possible:	Score:
<b>Pricing:</b>	The proposal fits within the budget, and the payment structure meets the needs of the City.	20	
<b>Additional Costs:</b>	Additional costs for proposed options or upfront costs for any service/equipment.	5	
<b>Equipment and Services:</b>	The proposal works well with the need of the City.	20	
<b>Warranty:</b>	Warranty period of equipment.	5	
<b>Clearly Defined Service Provided:</b>	The proposal is clear and defines all services that will be provided.	10	
<b>Personnel:</b>	Qualifications and professionalism of the proposed provider.	10	
<b>Customer Service:</b>	Availability and ease at which assistance can be provided to troubleshoot and restore service or replace faulty equipment if needed.	10	
<b>Future Service:</b>	Availability and ease as to providing additional services should need arise.	5	
<b>Guaranteed Response:</b>	The response time from the provider adequate to meet the need of limited down time.	10	
<b>Local Preference:</b>	Provider is local to NE Florida	5	
<b>Overall Evaluation:</b>	Overall assessment of the Provider.	Max: 100	

Evaluator's Comments:	
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### **TERMS**

The following additional terms may be applicable to the RFP, the contract, or the work to be performed. These terms represent standard language chosen by legal counsel and may or may not apply to the specific work, contract, or bid process.

#### **Postponement/Cancellation**

The City may, at its sole and absolute discretion, postpone, cancel, or re-advertise, at any time, this solicitation process for any reason, as determined by City Staff, to best serve the interests of the City of St. Augustine Beach.

#### **Right to reject/accept**

The City reserves the right to accept or reject any or all proposals, in part or in whole, waive minor formalities, and to award to the Respondent or respondents that best serve the interests of the City of St. Augustine Beach.

#### **Late bids**

Any bids that are received after the listed due date and time will be excluded from the bid opening and subsequent consideration. These bids will not be returned to the bidder and instead will be disposed of, without review.

#### **Alternate/Multiple bids**

Any respondent may submit multiple bids to the City to represent multiple qualified products. Each submittal must comply with all requirements set forth within this RFP. Bid packets received that do not comply will be disposed of, without review.

#### **Withdrawal of bids**

A proposal may be withdrawn in person with proper identification, or by issuing a written request on company letterhead, signed by an authorized representative, and received by the City prior to bid deadline.

#### **Subcontracting**

The City reserves the right to approve the use of any sub-contractor, or to reject the selection of a particular subcontractor, and to review any and all proposed sub-contractors to make a determination as to the capability of the sub-contractor to perform any aspect of the required services as provided herein.

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### **Contract pricing**

The pricing agreed upon by both parties and included in the Contract shall remain firm throughout the duration of the initial term of the Agreement. Changes to prices shall only be considered at the time contract renewals are processed. The Contractor shall be required to submit any request for changes to the Contract Pricing no less than ninety (90) days prior to the effective date of any contract renewal period. Changes to Contract Pricing must be justified by the awarded vendor, by providing proof of increases to costs, or changes in governmental regulation. Any change to Contract Pricing shall be negotiated between the City and the awarded vendor and shall not go into effect until a Contract Amendment has been issued and signed by both parties.

### **Contract performance**

At any point in time during the term of the Contract with the awarded vendor, City Staff may review records of performance to ensure that the awarded vendor is continuing to adequately support, and service the City's needs as described by the RFP herein. The City may place a non-performing vendor on probationary status and implement termination procedures.

### **Guarantee of work**

All components, parts and assemblies supplied by the Manufacturers and installed by the contractor shall be warranted against defects in material and workmanship for a period of at least twelve (12) month (parts and labor), commencing upon date of acceptance by owner. A qualified service representative shall provide warranty service.

### **On-site personnel training**

Upon completion of the installation, the Contractor shall furnish on-site training in the complete operation of the system.

### **Completion schedule**

Work must begin within 60 days of acceptance of bids and must be completed within 30 days of start date.

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### **Termination**

Failure on the part of the awarded vendor to comply with any portion of the duties and obligations under the Contract Agreement shall be cause for termination. If the awarded vendor fails to perform any aspect of the responsibilities described herein, the City of St. Augustine Beach shall provide written notification stating all items of non-compliance. The awarded vendor shall then have seven (7) consecutive calendar days to correct all items of non-compliance. If the items of non-compliance are not corrected, or acceptable corrective action, as approved by the City, has not been taken within the seven (7) consecutive calendar days, the Contract Agreement may be terminated by the City of St. Augustine Beach for cause, upon giving seven (7) consecutive calendar days written notice to the awarded vendor.

In addition to the above, the City may terminate the Contract Agreement, or policy, at any time, without cause, upon thirty (30) days written notice to the awarded vendor. In the event of termination of the Contract Agreement, or policy, for any reason, the earned fees or other consideration shall be computed on a pro rata basis without penalty, and the awarded vendor shall refund the excess of paid fees or other consideration to the City of St. Augustine Beach, within thirty (30) days from the effective date of termination.

### **Schedule outages**

Vendor shall notify City at least 3 City business days prior to any planned changes that will affect the availability of network or server resources.

### **Cost of proposal**

The City shall not be responsible for any cost associated with the development or submission of proposals.

### **Tax exempt**

The City is tax exempt. All taxes will be the responsibility of the proposer.

### **Public records**

The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this RFP shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and all other applicable State and/or Federal Laws. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

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### **Indemnification**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City of St. Augustine Beach, Florida, and its employees from and against liability, claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from performance of the Work described herein, but only to the extent caused in whole or in part by negligent acts or omissions of the vendor, a sub-contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

### **Choice of law; Venue**

It shall be the responsibility of the awarded vendor to be familiar and comply with any and all federal, state, and local laws, ordinances, rules and regulations relevant to the services to be performed under this Contract.

The Contract Agreement shall be governed by the laws of the State of Florida, St. Johns County, and the City of St. Augustine Beach as to interpretation and performance. This contract shall be interpreted in accordance with the laws and statutes of the State of Florida.

Venue for any legal proceeding arising out of this Contract shall be in a court of competent jurisdiction located in St. Johns County, Florida.

### **Data rights**

Data specific to the City's operation and provided by the City to the Contractor to be used in the providing of services, which is not available to the Contractor publicly or by other means, shall remain the sole and exclusive property of the City.

### **No waiver of sovereign immunity**

Nothing in this agreement shall be construed as a waiver of sovereign immunity beyond that provided in Section 768.28, Florida Statutes, nor shall anything in the Agreement be construed as increasing the limits of the sovereign immunity of the City as provided in Section 768.28, Florida Statutes.

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### **Force majeure**

Neither party to this Agreement shall be liable for delays or failures in performance under this Agreement (other than obligations relating to payment, confidentiality, and protection of ownership and intellectual property rights) resulting from acts or events beyond the reasonable control of such party (a "Force Majeure Event"), including acts of war, terrorism, acts of God, earthquake, flood, embargo, riot, sabotage, labor dispute, governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. In the event that a Force Majeure Event lasts for more than 90 days, and the delayed cannot correct its failure or delay in performance during that period of time, despite using its reasonable commercial efforts to do so, the other party may terminate the affected portions of this Agreement.

### **E-Verify**

Under Executive Order 11-116, and Section 448.095, effective July 1, 2020, CONTRACTOR shall use the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. CONTRACTOR shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. CONTRACTOR must provide evidence of registration as required by Florida Statute, by January 1, 2021. Failure to comply with this provision is a material breach of the Agreement, and BPS may choose to terminate the Agreement at its sole discretion.