

**OKALOOSA COUNTY
REQUEST FOR LETTERS OF INTEREST
FOR
LEGAL SERVICES AS COUNTY ATTORNEY FOR
THE OKALOOSA COUNTY BOARD OF COUNTY
COMMISSIONERS**



REQUEST FOR LETTERS OF INTEREST #: BCC 04-14

SUBMITTALS DUE: DECEMBER 6, 2013 @ 4:00 P.M.

**REQUEST FOR LETTERS OF INTEREST
TO PROVIDE LEGAL SERVICES AS COUNTY ATTORNEY FOR THE OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS**

The Board of County Commissioners of Okaloosa County, FL announces that letters of interest for professional legal services as County Attorney are requested from qualified firms as a contracted service.

Copies of the Request for Letters of Interest package may be obtained from the Okaloosa County Purchasing Department, 602-C North Pearl St, Crestview, FL 32536; Phone 850-689-5960 or may be downloaded from our website @ www.co.okaloosa.fl.us (Departments, Purchasing, Vendor Registration & Opportunities); this links you to the Florida Panhandle Purchasing Group website where bid specifications are posted.

Selection will be pursuant to Chapter 287, Florida Statutes and Board policy.

The County reserves the right to award the contract to the firm submitting a letter of interest that is responsive and results in a negotiated agreement which is most advantageous and in the best interest of Okaloosa County, and to reject any and all letters of interest or to waive any irregularity or technicality in letters of interest received. The Board of County Commissioners shall be the sole judge of the letters of interest and the resulting negotiated agreement that is in the best interest of the County and its decision shall be final.

Firms desiring consideration should provide an original and seven (7) copies of their response and should furnish all information requested in the Request for Letters of Interest.

All Requests for Letters of Interest should be delivered to the Okaloosa County Purchasing Department at the address listed below no later than **4:00 p.m. (local time), December 6, 2013** in order to be considered.

All responses must be in sealed envelopes reflecting on the outside thereof the firm's name and **"Request for Letters of Interest to Provide Legal Services as County Attorney for the Okaloosa County Board of County Commissioners."**

All Letters of Interest should be addressed as follows:

Okaloosa County Purchasing Dept
Attn: Richard Brannon
602-C North Pearl St.
Crestview, FL 32536

Richard L. Brannon
Purchasing Director

Date

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

Don Amunds, Chairman

INTENT AND INTRODUCTION

The Okaloosa County Board of County Commissioners (BOCC) is requesting letters of interest from interested parties to provide County Attorney legal services for the Okaloosa County Board of County Commissioners. The BOCC will entertain responses that propose a private firm acting as the County Attorney. Please note, the County is simultaneously accepting applications for a County Attorney and is entertaining the option of employing an attorney as the County Attorney.

THE LEGAL SERVICES DEPARTMENT

The County Attorney position is currently an employee of the BOCC and provides legal advice, analysis and representation to internal staff, boards and the Board of County Commissioners. The County Attorney reports directly to the BOCC and serves at their pleasure.

SCOPE OF SERVICES

1. The Okaloosa County Board of County Commissioners is soliciting Letters of Interest from experienced and well-qualified firms to serve as County Attorney and/or provide County Attorney services. Services to be provided shall include, but are not limited to the following:
 - Oversee and direct the implementation of internal legal activities and operations, which include planning, coordinating, administering, and evaluating projects, processes, procedures, systems and standards; ensure compliance with Federal, State and local laws, regulations, codes, and/or standards.
 - Research and interpret the law using statutes, case law, ordinances and administrative regulations; provide legal advice, analysis, and opinions upon request for appointed county officials, administrative management staff and advisory boards concerning local government, administrative policy development, employment, workers' compensation, purchasing practices, real estate, code enforcement, public records, and/or other related legal issues.
 - Prepare and review proposed legislation, ordinances, resolutions, contracts, deeds, leases, bond provisions and other legal documents requested by the County Commissioners, County Administrator or management staff.
 - Investigate complaints by or against the County; prepare cases for trial; represent the County in litigation, including administrative hearings, arbitration and civil trials before county, state and federal courts.
 - Make informed decisions to bring regulatory, administrative and litigation matters to a cost-effective conclusion.
 - Prepare, review, interpret and analyze a variety of information, data and reports; make recommendations based on findings.
 - Prepare cost estimates for budget recommendations; monitor and control outside counsel expenditures.

- Coordinate, monitor and report to the Commission on the representation of the County by special outside counsel retained by the Commission.
 - Attend meetings of the Board of County Commissioners and committees.
2. Individual designated as County Attorney must meet the following minimum training and experience requirements:
- Member in good standing with the Florida Bar Association.
 - Seven (7) years of progressively responsible experience in practicing law as a member of The Florida Bar, four (4) of which shall be in a supervisory/management capacity; or an equivalent combination of education, training and experience that provides the knowledge skills and abilities.
 - Experience practicing law in the public sector, including litigation, ordinance drafting, resolution drafting, and advising boards and/or constitutional officers. Experience in representing Florida public agencies is preferred.
 - Board certification in City, County and Local Government Law is preferred.
 - Knowledge of federal, state, county and municipal law, common law and constitutional law affecting County government is preferred.
 - Knowledge of judicial procedures and the rules of evidence.

GENERAL INSTRUCTIONS FOR SUBMITAL REQUIREMENTS

1. Letter of Interest – This is a letter of the firm's interest and introduction of the response which must be signed by an authorized representative of the submitting party. The letter should also include a statement concerning the firm's experience working with local governments and explain any relationships between entities joining together for response.
2. Approach to Providing County Attorney Services – Provide a description of the approach that will be used and manner in which the respondent would recommend the provision of County Attorney services to Okaloosa County, to include, but not limited to objectives, scope and methodology. Provide information about the structure of the service provision and whether services would be provided all-inclusively or include some County involvement.
3. Experience – Provide detail on the firm's and individual designated as the County Attorney's (firm/attorney) experience in the representation of cities, counties, special districts, and other governmental entities and define the relationship between the firm/attorney and the indentified entity. Identify whether the firm/attorney is certified in city, county and local government law. Include experience in advising entities on Florida Sunshine and public records law, legislative, and quasi-judicial bodies.
4. Qualifications – Provide information on the firm's/attorney's professional qualifications to provide the services as requested and include ratings and/or recognition in the legal community for professional achievement; recognition or extraordinary participation in Florida Bar, Federal Bar, American Bar Association, local bar associations or professional

practices committees, or ratings by other nationally recognized systems. Identify and include qualifications and resumes of specific individuals who will provide legal services to Okaloosa County, including the name and qualifications of the attorney who will be designated as the County Attorney. Identify the location and availability of staff to provide services and the depth of firm's ability to provide comprehensive services.

5. Litigation – List all judgments or lawsuits against each attorney and/or your law firm in the last five (5) years, including the nature of the lawsuit and the resolution thereof. List all lobbyists employed by your firm and the areas in which they lobby.
6. Conflict of Interest – List any clients you currently represent that could cause a conflict of interest with your responsibilities to Okaloosa County. Describe how you would be willing to resolve these or any future conflicts of interest.
7. Fee proposal – The firm shall submit a proposal for compensation which should include, but is not limited to, an hourly rate option, monthly and/or annual fee options, if applicable, or a combination of these options. The fee schedule shall include the following information:
 - Provide breakdown of the hourly rates for the County Attorney, assistant county attorneys, senior attorneys and every other attorney, paralegal or staff member anticipated to provide services to the BOCC.
 - Proposed monthly and/or annual fee options.
 - The rates for reimbursable and/or out-of-pocket expenses, including, but not limited to, word processing, photocopying, faxing etc. Local travel costs associated with this work should be included in the fee proposal and will not be considered as an additional cost or reimbursable item.
 - The proposed rates for any and all other fee proposals or arrangements outside the standard hourly rates, if proposed by you or your law firm.
 - Propose a provision for rate increases in future years.
8. References – Please provide three (3) letters of reference, one (1) of which should be from a Florida public sector entity.
9. Assumptions – Describe any and all assumptions concerning County participation or contributions to this project.
10. Submittal Reproduction – Interested parties desiring consideration should provide an original and seven (7) copies of their letter of interest and supporting documents. All letters of interest must be in a sealed envelope reflecting on the outside thereof the respondent's name and "Request for Letters of Interest to Provide Legal Services as County Attorney for the Okaloosa County Board of County Commissioners" and should be delivered to the Okaloosa County Purchasing Department at the address listed below no later than **4:00 p.m. (local time), December 6, 2013** in order to be considered.

Okaloosa County Purchasing Department
Attn: Richard Brannon, Purchasing Director
602 C North Pearl Street
Crestview, FL 32536

Note: Crestview, Florida is not a guaranteed next day delivery site.

11. Interpretation and Questions – All questions relating to this Request for Letters of Interest document must be in writing and hand-delivered or delivered electronically through email or fax to the designated Purchasing Representative no later than **4:00 p.m. (local time) on Friday, November 22, 2013**. Any interpretations, clarifications, or changes will be made in the form of written addenda issued by the County Purchasing Department. Any oral communications will not be authorized and will not be binding on the County. It remains the sole responsibility of the respondent to contact the County Purchasing Department prior to submitting a response to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with each proposal.

SELECTION CRITERIA

The Selection Review Committee will evaluate on the basis of the written responses to this request for letters of interest, additional written information requested by the Committee and, possibly, oral interviews. The goal of the evaluation will be to select the firm who provides the best combination of qualifications and costs, and provides reasonable rates and demonstrated efficiency in providing counsel. The Selection Review Committee will also consider the following non-exclusive factors in making that determination:

1. Depth and quality of experience in representing and providing sound advice to cities, counties, special districts, other governmental entities in areas noted in item #3 in the "General Instructions for Submittal Requirements" section. Experience in representing Florida public agencies will be preferred.
2. Responsiveness to the Request for Letters of Interest.
3. Geographical location.
4. Extent and quality of firm's ability to meet County requirements as noted in the "Scope of Services" section.
5. Qualifications, experience and availability of individual designated as County Attorney, partners, associates and other professionals available to provide the requested services to the County. Board Certification in City, County and Local Government Law by individual designated as County Attorney will be preferred.
6. Result of reference checks.
7. Reasonableness of rates proposed, and demonstrated efficiency in providing sound advice and counsel without unnecessary or excessive charges. Ability and commitment to provide the most valuable services at the least total cost will be a critical factor.

SPECIAL CONDITIONS

1. **Applicable Laws & Regulations** – The respondent's attention is directed to the fact that all applicable state laws, County and municipal ordinances, orders, rules, and regulations of all authorities having jurisdiction shall apply to the Request for Letters of Interest throughout, and they will be deemed to be included in the contract the same as though they were written out in full herein.
2. **Indemnification & Hold Harmless** – Each respondent must submit an executed sworn certification that they will comply with the Hold Harmless Clause in accordance with the provisions of Florida Statutes, Section 725.06.

To the fullest extent permitted by law, the 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's 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 contract.

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

3. **Conflict of Interest** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their letter of interest 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 divisions.

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

4. **Public Entity Crime Information** - A person or affiliate who has been placed on the Convicted Vendor List, Suspended Vendor List, Discriminatory Vendor List (found online at www.dms.myflorida.com), or Federal Excluded Parties List (found online at www.sam.gov) following a conviction for a public entity crime may not submit a letter of interest on a contract to provide any goods or services to a public entity, 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.
5. **Investigation of Respondent** – The County may make such investigations, as it deems necessary, to determine the ability of the respondents to perform the work and that there is no conflict of interest as it relates to the services. The respondent shall furnish to the County any additional information and financial data for this purpose as the County requests.
6. **The Contract Documents** – The contract documents consist of the letter of interest, the letter of interest supporting documents, addenda issued prior to execution of the agreement, other documents specifically incorporated by reference in the contract documents, and modifications issued after execution of the agreement. A modification is:

- A. A written amendment to the contract signed by both parties.
 - B. A written change order, signed by both parties.
7. **Miscellaneous Provisions** – The agreement will be executed and delivered in the State of Florida and all disputes arising hereunder shall be governed by and interpreted in accordance with the laws of the State of Florida. Venue for all purposes shall be exclusively in Okaloosa County, Florida. The respondent's attention is directed to the fact that all applicable state laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction shall apply to the Request for Letters of Interest throughout, and they will be deemed to be included in the contract the same as though they were written out in full herein.

This agreement and the related contract documents may be modified or amended only by written instrument, signed by both parties. In the event any term or provision of this agreement or the related contract documents shall to any extent be held to be illegal, invalid, unenforceable, or non-operative as a matter of law, the remaining terms and provisions of this agreement shall not be affected thereby, but each such term and provision shall be valid and shall remain in full force and effect.

8. **Conditional & Incomplete Responses** – The Board of County Commissioners specifically reserves the right to reject any conditional letters of interest and will reject those that make it impossible to determine the true amount of the services to be rendered.
9. **Reorganization & Bankruptcy Proceedings** – Letters of interest will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
10. **Right to Waive and Reject** -
- A. The Board, in its absolute discretion, may reject any letter of interest from a respondent who has failed, in the opinion of the Board, to complete or perform an Okaloosa County contract in a timely fashion or has failed in any other way to perform a prior contract in a satisfactory manner.
 - B. The County reserves the right to award the contract to the firm submitting a letter of interest that is responsive and results in a negotiated agreement which is most advantageous and in the best interest of Okaloosa County, and to reject any and all letters of interest or to waive any irregularity or technicality in letters of interest received. The Board of County Commissioners shall be the sole judge of the letters of interest and the resulting negotiated agreement that is in the best interest of the County and its decision shall be final.
 - C. The Board of County Commissioners reserves the right to waive any informalities or reject any and all letters of interest, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this letter of interest and to accept the services that in its judgment will best serve the interest of the County.
11. **Disqualification of Respondents** - Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of their letter of interest:

- A. More than one letter of interest for the same work from a firm under the same or different name.
 - B. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.
 - C. Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work with the County until such participant has been reinstated as a qualified respondent.
 - D. Incomplete work, which in the judgment of the County, might hinder or prevent the prompt completion of additional work if awarded.
 - E. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement inviting letters of interest.
 - F. Default under previous contract.
12. **Preparation of Letters of Interest** – Letters of interest must be submitted with the prescribed forms provided herein. All blank spaces must be filled in, as noted, in ink or typed in both words and numbers with the amount extended and totaled. In case of any discrepancy between the written amount and the figures, the written amounts shall govern. Any letters of interest may be rejected that contain any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for or which shall in any manner fail to conform to the conditions or published notice inviting letters of interest.
13. **Regulation & Ordinances** – The respondent is required to be familiar with all Federal, State, and Local Laws, Ordinances, Codes, rules, and regulations that may in any way affect the work. Ignorance on the part of the respondent shall in no way relieve respondent from responsibility.
14. **Prohibition Against Contingent Fees** – Florida Statute 287.055(6)(a) requires the following statement, duly signed and notarized, be included in each submittal:
- “The respondent warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual or proposer, other than a bona fide employee working solely for the respondent, any fee, commission or percentage, gift or other consideration contingent upon or resulting from award or making of this agreement.”
- Note: For the respondent’s convenience, this certification form is enclosed and made a part of this package.**
15. **Protection of Resident Workers** – The Okaloosa County Board of County Commissioners actively supports the Immigration & Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, 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 Verification. The contractor 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 these 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 & Verification System to confirm eligibility of all employees to work in the United States.

16. **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 bids, Requests for Proposals, Requests for Qualifications, Requests for Letters of Interest) issued by the Board through the County's Purchasing Department. The period commences when the procurement document is received and terminates when the Board of County Commissioners approves the award.

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

17. **Evaluation & Selection Process** – A Selection Review Committee appointed by the Board of County Commissioners will evaluate all submittals received and:
- A. Prepare a listing of the respondents determined to be interested and available.
 - B. Evaluate the responses meeting minimum submissions criteria based upon qualifications and conduct discussions with those respondents deemed to be the most highly qualified to provide the services required.
 - C. Review all letters of interest received as follows:
 - 1.) The Selection Review Committee will review all documents submitted.
 - 2.) The Selection Review Committee's ranking of respondents shall be based on the evaluation criteria as provided in the submittal.
 - D. Negotiations between the Selection Review Committee, or the committee designee, and the respondent(s) ranked highest on the Board approved short list will proceed as follows:
 - 1.) Negotiations will be held with the first respondent on the priority list.
 - 2.) If no tentative agreement can be reached with the first respondent, then negotiations will commence with the second respondent on the short list.
 - 3.) If no tentative agreement can be reached with the second respondent, then negotiations will commence with the third respondent.
 - 4.) If no tentative agreement is reached with the third respondent, then the Selection Review Committee shall return to the Board to report such and recommend that a new short list be established from among the other responses received. If for any reason said procedure is not feasible, the

Selection Review Committee shall seek direction from the Board as to how to proceed further.

- E. Presentation of the tentative contract agreement by the Selection Review Committee to the Board for approval. The Executive Summary shall inform the Board as to the terms, conditions, and costs associated with the contract.
 - F. Upon approval of the contract agreement by the Board, a formal written contract agreement will be executed prior to commencement of the work associated with the contract.
18. **Submittal Opening** – Names of respondents that submit a letter of interest on or before the deadline specified herein shall be available to the public once the submittal deadline has passed. It is the respondent's responsibility to ensure that their letter of interest is delivered at the proper time and place. Offers by telegram, facsimile or telephone are **NOT** acceptable.

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

INSURANCE REQUIREMENTS

Contractor's Insurance

- A. The **CONTRACTOR** shall not commence any work in connection with this Agreement until they have obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager.
- B. All insurance policies shall be with insurers licensed to do business in the State of Florida, and any insuring company is required to have a minimum rating of A, Class X in the Best Key Rating Guide published A. M. Best & Co., Inc.
- C. All insurance shall include the interest of all entities names herein and its respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured has 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.
- D. The County of Okaloosa shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation and Professional Liability.
- E. The County of Okaloosa shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COIs 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 of Okaloosa and the **CONTRACTOR**.
- F. 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 **CONTRACTOR**.
- G. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the **CONTRACTOR**, which are involved, and which is a part of the contract.
- H. The County reserves the right at any time to require the **CONTRACTOR** to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
- I. The designation of **CONTRACTOR** 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.
- J. 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

- A. The **CONTRACTOR** shall secure and maintain during the life of this agreement Workers' Compensation insurance for all of its employees employed for the project or at any site connected with the work, including supervision, administration or management, of this project. In the case any work is sublet, with the approval of the County of Okaloosa, the **CONTRACTOR** shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project. Such evidence of insurance shall be furnished to the County of Okaloosa not less than ten (10) days prior to the commencement of any and all subcontractual agreements which have been approved by the County of Okaloosa.
- B. Such insurance shall comply with the Florida Workers' Compensation Law.
- C. No class of employee, including the **CONTRACTOR** himself/herself, 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

- A. The **CONTRACTOR** shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
- B. The **CONTRACTOR** 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, Board Form Property Damage, and Professional Liability.
- C. 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 **CONTRACTOR** shall notify the County Representative in writing. The **CONTRACTOR** 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.
- D. 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 Contractor's Liability
 - 4.) Completed Operations and Products Liability
- E. **CONTRACTOR** 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>
A. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$1,000,000 each accident
B. Business Automobile & Commercial General Liability Insurance	\$1,000,000 each occurrence (A combined single limit)
C. Personal and Advertising Injury	\$250,000
D. Professional Liability	\$1,000,000

Notice of Claims or Litigation

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

Indemnification & Hold Harmless

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

Certificate of Insurance

- A. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa 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

- B. 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.
- C. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs). County requests that all deductibles or SIRs be no greater than \$10,000. However, **CONTRACTORS** having insurance with higher deductibles may submit a bid without penalty reflecting the pricing for their deductible provided that **CONTRACTOR** also submits a brief company financial statement.
- D. 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 deductibles/SIRs above \$10,000.
- E. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the **CONTRACTOR**'s full responsibility. In particular, the **CONTRACTOR** shall afford full coverage as specified herein to entities listed as Additional Insured.
- F. 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 **CONTRACTOR** has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.
- G. In the event of failure of the **CONTRACTOR** to furnish and maintain said insurance and to furnish satisfactory evidence thereof, Okaloosa County shall have the right (but not the obligation) to take out and maintain insurance on the project. All costs for the coverage will be paid by **CONTRACTOR** upon presentation of a bill.

General Terms

- A. Any type of insurance or increase of limits of liability not described above which the **CONTRACTOR** required for its own protection or on account of statute shall be its own responsibility and at its own expense.
- B. The carrying of the insurance described shall in no way be interpreted as relieving the **CONTRACTOR** of any responsibility under this contract.
- C. Should the **CONTRACTOR** engage a subcontractor or sub-subcontractor, the same conditions will apply under this agreement to each subcontractor and sub-subcontractor.
- D. The **CONTRACTOR** hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the **CONTRACTOR** under all the foregoing policies of insurance.

Umbrella Insurance

The **CONTRACTOR** 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.

COMPANY DATA

Physical Address & Phone #:

Respondent's Company Name:

Physical Address:

Contact Person (Typed-Printed):

Phone #:

Cell #:

Federal ID or SS #:

Respondent's License #:

Fax #:

Emergency #'s After Hours,
Weekends & Holidays:

LIST OF REFERENCES

Refer to Letter of Interest Specifications

NAME OF CUSTOMER _____
ADDRESS _____
PHONE NUMBER _____
PERSON TO CONTACT _____

NAME OF CUSTOMER _____
ADDRESS _____
PHONE NUMBER _____
PERSON TO CONTACT _____

NAME OF CUSTOMER _____
ADDRESS _____
PHONE NUMBER _____
PERSON TO CONTACT _____

NAME OF CUSTOMER _____
ADDRESS _____
PHONE NUMBER _____
PERSON TO CONTACT _____

NAME OF CUSTOMER _____
ADDRESS _____
PHONE NUMBER _____
PERSON TO CONTACT _____

ADDENDUM ACKNOWLEDGEMENT

The respondent acknowledges that he/she has received the following addendum:

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

Respondent's Firm Name: _____

Address: _____

Title: _____

Phone #: _____

FAX No.: _____

“NO CONTACT CLAUSE”

The Okaloosa County 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 bids, Request for Proposals, Requests for Qualifications, Requests for Letters of Interest) issued by the Board through the County's Purchasing Department.

The period commences when the procurement document is received 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 bidders/proposers/respondents and members of the Board of County Commissioners, the County Administrator or members of the Board approved Selection 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's or staff's recommendation submitted after bids are due, should be directed to the Purchasing Director or his appointed representative. It shall be the Purchasing Director's decision whether to consider this information in the decision process.

Any attempt by a vendor/respondent to influence a member or members of the aforementioned 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**

Hereby agree to abide by the County's "**No Contact Clause**" and understand violation of this policy shall result in disqualification of my letter of interest.

CONFLICT OF INTEREST DISCLOSURE FORM

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

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

YES _____

NO _____

NAME(S)

POSITION(S)

FIRM NAME: _____

BY (PRINTED): _____

BY (SIGNATURE): _____

TITLE: _____

ADDRESS: _____

PHONE NO. _____

E-MAIL _____

DATE _____

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 subject to this response, 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 subject to this response, 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 Statute 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 a 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 respondent complies fully with the above requirements.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

(Typed or Printed)

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

LIST OF REPRESENTATIVES

CONTRACT ADMINISTRATOR:

Joanne Kublik, Contracts and Lease Coordinator
Okaloosa County Purchasing
602-C North Pearl St.
Crestview, FL 32536
850-689-5960 / 850-689-5998 (F)

CONTRACTOR'S REPRESENTATIVE:

LOCAL PREFERENCE DATA SHEET

Refer to Special Bid Condition

Does the state, county, municipality or political subdivision in which your respondent is located offer a preference to their local bidders? (If your respondent is located in Okaloosa County, you will check "NO.") If "YES," list below the extent of such preference.

YES _____

NO _____

Respondent's Company Name

Authorized Signature – Manual

E-Mail

Authorized Signature – Typed

Date

INDEMNIFICATION AND HOLD HARMLESS

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

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

Prohibition Against Contingent Fees

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

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____
(Typed or Printed)

ADDRESS: _____

TITLE: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by

_____.

(Signature of Notary)

(NOTARY SEAL)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

CONTRACT

This agreement, executed in Crestview, Florida this _____ day of _____ 2013 between the County of Okaloosa, Florida, the Owner, hereinafter called the Party of the First Part, and _____ or **its** successors, executors, administrators and assigns, hereinafter called the Party of the Second Part.

WITNESSETH:

That for and in consideration of payments, hereinafter mentioned, to be made by the Party of the First Part, the Party of the Second Part agrees to furnish all equipment, machinery, tools and labor; to furnish and deliver all materials required to be furnished and delivered in and about the improvement; and/or to do and perform all work **related to providing Legal Services as County Attorney for the Okaloosa County Board of County Commissioners per the attached Request for Letters of Interest** in strict conformity with the provisions of this Contract, the Notice to Contractors, the Specifications and the Plans approved by the Owner. The said Plans, Specifications, the Notice to Contractors, and the Letter of Interest are hereby made a part of this agreement as fully and to the same effect as if the same had been set forth at length in the body of this agreement.

In consideration of the foregoing promises, the Party of the First Part agrees to pay to the Party of the Second Part such unit prices for the work actually done as are set out in the accompanying proposal in the manner provided in the said specifications.

The Contractor shall be prepared to begin work to be performed under the contract as set forth in their response, but will not proceed until receipt of official notice to begin.

REPRESENTATIVES: The authorized representative of the County shall be:

Mr. Ernie Padgett
County Administrator
1808 Lewis Turner Boulevard
Ft. Walton Beach FL 32549
epadgett@co.okaloosa.fl.us

The authorized representative for _____ shall be:

E-Mail: _____

All notices required by this agreement shall be in writing to the representative listed above with a courtesy copy to the following:

Joanne Kublik
Contracts & Leases
Okaloosa County Purchasing Department
602-C North Pearl Street
Crestview, FL 32536
850-689-5960 / 850-689-5032 (FAX)
E-Mail: jkublik@co.okaloosa.fl.us

IN WITNESS WHEREOF, the Chairman of the Board of County Commissioners, by authority vested in him, has hereunto subscribed his name on behalf of the County of Okaloosa, Florida, the Owner, and the said _____ has hereto fixed his signature, the day and year above written.

WITNESS:

DATE

CONTRACTOR
BY _____

TITLE

DATE

**STATE OF FLORIDA
COUNTY OF OKALOOSA**

This contract is accepted this ____ day of _____ 2013 and is effective on the ____ day of _____ 2013.

ATTEST:

COUNTY OF OKALOOSA, FLORIDA

Gary Stanford
Deputy Clerk of Court

DATE

BY _____
Don Amunds, Chairman

DATE

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

Respondent's Company Name

Authorized Signature – Manual

Authorized Signature – Typed

Address

Title

Phone #

Fax #

Federal ID # or SS #

E-mail address

Date

**BCC LEGAL SERVICES
RFLOI: BCC 04-14
RANKING SHEET**

Qualifications of firm to perform work under contract (25 pts)					
Responsiveness to request for letters of interest (5 pts)					
Geographic location (5 pts)					
Services provided of a similar nature (20 pts)					
References (15 pts)					
Staff/Capacity to meet County requirements (10 pts)					
Individual designated as County Attorney possesses Board Certification in City, County and Local Government Law (5 pts)					
Cost (15 pts)					
TOTAL POSSIBLE – 100 PTS					

PERSON RANKING _____

PRINTED NAME

POSITION/DEPT _____

SIGNATURE _____

DATE _____