

**OKALOOSA COUNTY  
REQUEST FOR QUALIFICATIONS  
FOR  
COASTAL & ENVIRONMENTAL ENGINEERING SERVICES  
FOR OKALOOSA COUNTY**



**PROPOSAL #: TDD 61-13**

**PROPOSAL CLOSES: SEPTEMBER 13, 2013 @ 4:00 P.M.**

**REQUEST FOR QUALIFICATIONS  
TO PROVIDE  
COASTAL & ENVIRONMENTAL ENGINEERING SERVICES  
FOR OKALOOSA COUNTY**

The Board of County Commissioners of Okaloosa County, FL announces that professional services are requested from a qualified consultant to provide Coastal & Environmental Engineering Services for Okaloosa County.

Copies of the RFQ package for this project may be obtained from the Okaloosa County Purchasing Department, 602-C North Pearl St, Crestview, FL 32536; Phone #850-689-5960 or they may be downloaded from our website at [www.co.okaloosa.fl.us](http://www.co.okaloosa.fl.us) (Departments, Purchasing, Vendor Registration & Opportunities); this links you to the Florida OnLine Bid System website where our proposal specifications will now be posted.

Selection will be pursuant to Chapter 287, Florida Statutes and Board policy. Firms or individuals desiring consideration should request a copy of the RFQ package from the Purchasing Department and furnish all information requested in the RFQ.

The County reserves the right to award the contract to multiple firms or individuals submitting a responsive proposal with a resulting negotiated agreement which 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 proposal and the resulting negotiating agreement that is in its best interest and its decision will be final.

Consulting firms or individuals desiring consideration should provide an original and five (5) copies of their proposal, which should include a description of the firm's organization, key personnel, experience and approach to the project.

Proposal must be delivered to the Okaloosa County Purchasing Department at the address below no later than **4:00 P.M. on September 13, 2013** in order to be considered.

All RFQ's must be in sealed envelopes reflecting on the outside thereof the proposer's name and **"RFQ on Coastal & Environmental Engineering Services for Okaloosa County due on"**

All proposals should be addressed as follows:

Okaloosa County Purchasing Dept  
Attn: Richard L 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

## COASTAL & ENVIRONMENTAL ENGINEERING PROFESSIONAL SERVICES

- I. Through this Request for Qualifications ("RFQ") the County, is seeking qualified consultants capable of providing professional coastal and environmental engineering services in a timely and efficient manner to meet the County's, coastal, marine, environmental and natural resource management needs. Depending on the project, consultants may work in conjunction with the County's technical staff and/or other consultants hired by the County as part of a project team. In the conduct of these activities, the County requires the assistance of specialized knowledge, expertise, and state-of-the-art techniques that are beyond the capabilities of its own staff and resources. Requested services may involve an entire project, several projects and part of a project or for any project phase.

The County reserves the right to award multiple contracts for three year periods for staff augmentation for services as needed. In addition, the County shall have the option to annually extend the term up to three additional years, which the County may exercise in its sole, absolute discretion. However, the County does not guarantee the contract renewals.

- II. **Scope of Work** - The Scope of Work is to be used as a general guide and is not intended to be a complete list of all work that may be required. Firms offering their services in response to this RFQ may suggest other services provided that such other services are specifically and separately identified as such, with an explanation as to why the respondent believes such services to be essential to the needs of the County.

The selected, as-needed consultants will provide comprehensive coastal and environmental engineering services (site engineering, landscape, civil, geotechnical, design-related environmental, data management), to support the County in its on-going efforts to effectively protect and maintain its varied coastal environment. Design and engineering services may be related to the following types of activities and facilities:

- Beach Restoration
- Marine Resources
- Dredging
- Piling – marine and land based
- Seawall, breakwaters and other erosion control structures
- Environmental restoration
- Engineering cost estimates
- Specification preparation
- Peer Reviews
- Second and legal opinions
- Shoreline Protection
- Geotechnical Engineering
- Cost Estimating
- Project Management
- Scheduling
- Aerial/Photogrammetric Services
- Surveying
- Community Relations

Selected Lead Consultants must have sufficient staff to assure availability in handling several projects simultaneously for task continuity, prompt delivery of services and completion of assign tasks. Depending on the project assignment, consultants may work in conjunction with the County technical staff and/or other consultants hired by the County as part of a project team.

**General Standards of Work** - The actual scope of work and specific assignments will be determined on an as-needed basis and may be determined through an informal Request for Proposal process. The County reserves the right to award work related to this solicitation through a separate formal competitive solicitation.

## GENERAL INFORMATION

**PAYMENT** – Service under the contract shall be under the general direction of the County Administrator or their designated representative. Proposers must submit an hourly fixed cost using the attached pricing form.

Payment schedule and basis for payment will be negotiated and will be based upon documented work completed.

**TERMS** – The term of this contract shall be for an initial period of three (3) years. The County reserves the right to cancel the contract if it determines services are no longer needed, with 30 day written notice.

**PUBLIC ENTITY CRIME INFORMATION** - A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property 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 in excess of the threshold amount provided in Section 287.017, for **CATEGORY TWO** for a period of 36 months from the date of being placed on the convicted vendor list.

The engagement of certain professional services, including those required by this Request for Proposals, is exempt from the provisions of the Administrative Procedure Act, Chapter 120, Florida Statutes, as amended, and therefore are not to be subject to the appeal process therein described at any time during the solicitation period.

Proposals **MUST** be submitted in the format described below:

1. Letter of Interest including information on location of the firm's office that will be the lead office for this contract.
  - A. Name:  
Name of Business:  
Address:  
City, State, Zip Code  
  
Business #:  
Fax #:  
E-mail Address:
2. **Business Credentials** – Provide a synopsis of the proposer's qualifications, to include specific capabilities.
3. **Registration** – State of Florida licensing/registration qualifications (if required) of the proposer's personnel and business office. Provide copies of same.

4. **Specific Accomplishments** – Provide a listing and photographs of similar projects with a description of the work performed by the consultant representative of the type of work proposed under this Request for Proposal/Qualifications.
5. **Areas of Expertise** – Provide a list of your area of expertise. Including list of projects verifying same. Firms **will not** have to have expertise in all areas to be considered.
6. **Project Management Organization** – Describe the organization structure that will be used to manage this project. The consultant must identify key personnel to be assigned to projects, and provide a resume of their qualifications, education and experience.
7. **References** – List references representative of related past experience to include, as a minimum, a contact person, company name, phone #, and a brief description of the project.
8. **Additional Information & Comments** – The contents under this heading are to be left to the discretion of the consultant. Materials must be pertinent to the proposal but not be otherwise requested in the Request for Proposal/Qualifications.
9. **Litigation** – Provide a list of any litigation your firm is currently engaged in.
10. **Conflict of Interest Disclosure Form** - 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.

Furthermore, the official, prior to or at the time of submission of the proposal, must file a statement with the Clerk of Circuit Court of Okaloosa County, if he is an officer or employee of the County, disclosing his or spouse's or child's interest and the nature of the intended business.

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

11. **Drug Free Workplace Certification** – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals that 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.

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

12. **Liability & Indemnification Form** – 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.

Proposal Opening shall be public on the date and time specified on the proposal form. It is the firm's responsibility to assure that their proposal is delivered at the proper time and place. Offers

by telegram, facsimile, or telephone are not acceptable. **Note:** Crestview is "**not a next day guaranteed delivery location**" by delivery services.

The Board of County Commissioners of Okaloosa County in its absolute discretion may reject any proposal or a proposer that has failed, in the opinion of the board, to complete or perform an Okaloosa County contracted project in a timely and acceptable fashion, and has directed the Okaloosa County Purchasing Director to emphasize this condition to potential proposers.

**EVALUATION/SELECTION OF PROPOSALS** – The statements of qualifications/proposals will be reviewed by a Review & Selection Committee (to be appointed at a later date). The Committee will select those firms deemed to be most responsive and hear presentations by those firms, if necessary.

The Selection Review Committee will evaluate all proposals received and:

1. Prepare an alphabetical listing of those proposers determined to be interested and available. Evaluate the proposals meeting minimum submissions criteria based upon qualifications and conduct discussions with no less than 3 firms deemed to be the most highly qualified to provide the services required. Each of the firms will be required to execute the Truth-In-Negotiation certificate as defined in Florida Statutes 287.055. Selection as best qualified will be based on the following considerations:
  - a. Responsiveness of the proposal in clearly stating an understanding of the work to be performed for the County.
  - b. Firm/individuals reputation and competence, including technical education and training, experience in projects outlined in the RFQ, availability of adequate personnel, equipment and facilities, the extent of repeat business of the firm or individual and, where applicable.
  - c. Current work load.
  - d. Past record of professional accomplishments.
  - e. Previous experience with Okaloosa County Board of County Commissioners.
  - f. Qualifications of personnel to be assigned to the program.
  - g. Experience with programs similar in size and scope to those herein proposed.
  - h. Approach to dispute avoidance and dispute resolution.
2. Review of all proposals received will proceed as follows:
  - a. The Selection Committee will review all written documents submitted.
  - b. The Committee's ranking of prospective firms or individuals shall be based on the firm's or individual's capabilities, ability, and adequacy of personnel, past record, recent experience and current workload.
  - c. The Committee may request oral presentations from the vendors when establishing the recommended priority or short list.

3. Presentation of the tentative agreements by the Selection Committee to the Board for approval. The Executive Summary shall inform the board as to the terms, conditions and costs associated with the contract.
4. Upon approval of the agreement by the Board, execution of a purchase order and/or formal written agreement prior to commencement of the work associated with the contract.
5. Direct contact one-on-one with the Committee members, County Commissioners or County Administrator is hereby prohibited. Selection will be on the basis of professional qualifications and experience.
  - a. The Selection Review Committee will evaluate and rank all proposals meeting the minimum submission requirements.
6. 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, Request for Qualifications) issued by the Board through the County Purchasing Department. The period commences when the procurement document is received and terminates when the Board of County Commissioners approves the award.

**Proposal Opening** – Proposal Opening shall be public on the date and time specified on the proposal form. It is the firm’s responsibility to assure that their proposal is delivered at the proper time and place. Offers by telegram, facsimile, or telephone are not acceptable. **Note:** Crestview is **“not a next day guaranteed delivery location”** by delivery services.

**Right to Waive and Reject**

- A. The Board, in its absolute discretion, may reject any proposal of a proposer that has failed, in the opinion of the Board, to complete or perform an Okaloosa County contracted project in a timely fashion or has failed in any other way, in the opinion of the Board, to perform a prior contract in a satisfactory manner, and has directed the Okaloosa County Purchasing Director to emphasize this condition to potential proposers.
- B. There is no obligation on the part of the County to award the proposal to the lowest proposer, and the County reserves the right to award the proposal to proposer submitting a responsive proposal with a resulting negotiated agreement which is most advantageous and in the best interest of Okaloosa 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. The Board of County Commissioners 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. The Board of County Commissioners specifically reserves the right to reject any conditional proposal and will normally reject those which made it impossible to determine the true amount of the proposal.

**Disqualification of Proposers** - Any of the following reasons may be considered as sufficient for the disqualification of a proposer and the rejection of his proposal or proposals:

- A. More than one proposal for the same work from an individual, firm or corporation under the same or different name.
- B. Evidence that the proposer has a financial interest in the firm of another proposer for the same work.
- C. Evidence of collusion among proposers. Participants in such collusion will receive no recognition as proposers for any future work of the County until such participant shall have been reinstated as a qualified proposer.
- D. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
- E. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
- F. Default under previous contract.
- G. The Board, in its absolute discretion, may reject any proposal of a proposer that has failed, in the opinion of the Board, to complete or perform an Okaloosa County contracted project in a timely fashion or has failed in any other way, in the opinion of the Board, to perform a prior contract in a satisfactory manner, and has directed the Okaloosa County Purchasing Director to emphasize this condition to potential proposers.

**Discrimination** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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.

**Proposal Information** – For information relating to proposal, contact Richard Brannon at the Okaloosa County Purchasing Department, 602-C North Pearl St, Crestview FL 32536; 850-689-5960.

**Authority to Piggyback** – All proposers submitting a response to this Invitation to 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 proposer 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 bid any or all items.

**Federal E-Verify Compliance Certificate** – In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Proposer 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 contractor 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.

**Note: For proposer's convenience, the certificate form is enclosed and is made part of the bid package.**

## **INSURANCE REQUIREMENTS**

### **Contractor's Insurance**

1. The Contractor 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 Officer nor shall the Contractor allow any subcontractor (approved by the County) to commence work in this subcontract until all similar insurance required of the subcontractor has been so obtained and approved.
2. 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's Key Rating Guide published A.M. Best & Co., Inc.
3. The County shall be furnished proof of coverage by a certified, complete duplicate of all insurance contracts including every endorsement. The complete insurance contracts 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 Contractor. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement.
4. The insurance definition of Insured or Additional Insured shall include subcontractor, sub-subcontractor and any associated or subsidiary companies of the Contractor that are involved and which are part of the contract.
5. The County reserves the right during the term of this contract to request additional certified copies of any insurance contracts to support any Certificates of Insurance. At any time the insurance coverage is unacceptable to the County, the County reserves the right to terminate this contractual agreement.
6. 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.
7. All policies shall be written so that the County will be notified of cancellation or restricted amendments at least thirty (30) days prior to the effective date of such cancellation or amendment, such notice to be given directly to the County representative.
8. All insurance contracts should list Okaloosa County as an Additional Insured. The Contractor shall provide the County current Certificates of Insurance for all policies.

### **Workers' Compensation Insurance**

1. The Contractor shall secure and maintain during the life of this agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished the County not less than ten (10) days prior to the commencement of any and all subcontractual 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 contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

### **Business Automobile and Public Liability Insurance**

1. 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.
2. The Contractor shall carry other Public Liability (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.
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 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.
4. Public Liability (Commercial General Liability) coverage shall be endorsed to include the following:
  - a. Premises – Operation Liability
  - b. Occurrence Bodily Injury and Property Damage Liability
  - c. Independent Contractor's Liability
  - d. Completed Operations and Products Liability
5. 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.

**Professional Liability/Malpractice/Errors or Omissions Insurance**

The contractor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence.

If a claim made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover such acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (erp) of as great duration as available, and with no less coverage and with reinstated aggregate limits or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

**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><b>LIMIT</b></u>
1. Worker’s Compensation	
1) State	Statutory
2) Employer’s Liability	\$1 million each accident
2. Business Automobile & Commercial General Liability Insurance	\$1,000,000 each occurrence (A combined single limit)
3. Professional Liability	\$1,000,000 each occurrence
4. Personal & Advertising Injury	\$250,000

**Notice of Claims or Litigation**

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

**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**

1. 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 Okaloosa 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.
2. 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

3. 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.
4. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer.
5. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs). Deductibles or SIRs in excess of \$10,000 will not be accepted unless specifically approved in writing by Okaloosa County. 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.

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 the 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.

6. In the event of failure of the Contractor to furnish and maintain said insurance and to furnish satisfactory evidence thereof, the 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**

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.

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

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

The Contractor hereby waives all rights of subrogation against Okaloosa County and its 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.

# 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.

\_\_\_\_\_  
Bidder'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**

# CONFLICT OF INTEREST DISCLOSURE FORM

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

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

YES \_\_\_\_\_

NO \_\_\_\_\_

**NAME(S)**

**POSITION(S)**

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FIRM NAME: \_\_\_\_\_

BY (PRINTED): \_\_\_\_\_

BY (SIGNATURE): \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE NO. \_\_\_\_\_

E-MAIL \_\_\_\_\_

# DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

NAME: \_\_\_\_\_  
(Typed or Printed)

ADDRESS: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_

E-MAIL: \_\_\_\_\_

\_\_\_\_\_

PHONE NO.: \_\_\_\_\_

# BOARD POLICY ON “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) issued by the Board through the County 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 and members of the Board of County Commissioners, the County Administrator 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 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/proposer to influence a member or members of the aforementioned shall be grounds to disqualify the proposer from consideration during the selection process.

All proposers 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 proposal/submittal.

# 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, Proposer 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 contractor 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.

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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.: \_\_\_\_\_

**AGREEMENT BETWEEN \_\_\_\_\_  
AND OKALOOSA COUNTY, FLORIDA FOR COASTAL AND  
ENVIRONMENTAL ENGINEERING SERVICES**

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between Okaloosa County, Florida, a political subdivision of the State of Florida (the "County") and \_\_\_\_\_ (the "Contractor") for the provision of coastal and environmental engineering services as more particularly set forth herein.

**WITNESSETH:**

**WHEREAS**, the COUNTY has determined that the beaches and waters of the Gulf of Mexico and the Choctawhatchee Bay are the focus of the attraction that the County offers to its visitors; and

**WHEREAS**, the COUNTY has determined that it is essential to protect and maintain the varied coastal environment within the County; and

**WHEREAS**, the COUNTY has concluded that the services of a professional coastal and environmental engineering services are needed to help protect, preserve and maintain such varied coastal environment; and

**WHEREAS**, the Board of County Commissioners, through a selection process conducted in accordance with the requirements of law and County policy, has selected CONTRACTOR as the provider for the aforementioned purpose; and

**WHEREAS**, the CONTRACTOR has professional staff available to perform these functions and provide the services required under this Agreement; and

**WHEREAS**, the COUNTY seeks to engage the CONTRACTOR for the purposes of providing these services.

**NOW THEREFORE**, in consideration of the above and the mutual covenants contained herein, the parties agree as follows:

**ARTICLE I: RECITALS**

1.1 The above recitals are incorporated as essential terms of this Agreement.

**ARTICLE II: SCOPE OF SERVICES**

2.1 The CONTRACTOR shall provide comprehensive coastal and environmental engineering services, on an as-needed basis, in accordance with the Scope of Services set forth in EXHIBIT A attached hereto and incorporated by reference.

2.2 The CONTRACTOR shall provide a point-of-contact for the services provided under this Agreement. The point of contact shall be available to the COUNTY at all times as necessary for the proper performance of this Agreement by the CONTRACTOR.

**ARTICLE III: COMPENSATION AND INVOICES**

3.1 Compensation under this Agreement shall be as set forth in EXHIBIT A attached hereto and incorporated by reference.

3.2 The CONTRACTOR shall submit copies of effective contracts, insertion orders, a recapitulation of credits and debits affecting previously submitted statements or invoices and substantiating bills, along with support documentation for invoices presented for payment.

3.3 It is mutually agreed and understood that payments to the CONTRACTOR for approved expenditures shall be made only upon submission to the COUNTY of itemized copies or original invoices. All statements or invoices for fees for services rendered submitted by the CONTRACTOR to the COUNTY shall be submitted in detail sufficient for proper pre-audit and post-audit thereof to insure that the work performed, expense incurred, or service rendered actually took place, was properly authorized and that the correct amount has been charged. Invoices submitted by the CONTRACTOR for services performed under this Agreement shall be itemized such that the description of services performed is consistent with the description included in the scope of services attached hereto as EXHIBIT A.

3.4 No invoice will be processed without the executed task order, purchase order or contract/lease payment approval form, as applicable, approved by the respective County official(s). No invoice for expenditures will be approved unless a copy of the actual invoice from the vendor accompanies the invoice reflecting the acquisition of goods/services.

3.5 No advancement of funds will be issued unless specifically approved by the Board of County Commissioners.

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

#### **ARTICLE IV: INDEPENDENT CONTRACTOR**

4.1 It is mutually agreed that the CONTRACTOR is and shall remain an independent contractor and is not an employee or agent of the COUNTY.

4.2 COUNTY NON-LIABILITY. The CONTRACTOR agrees to exercise its best judgment in providing the services under this Agreement. However, nothing contained herein shall be deemed to obligate the COUNTY to indemnify the CONTRACTOR against any loss or damage which the CONTRACTOR may incur as a result of any claim, suit or proceeding made or brought against the CONTRACTOR based upon any services provided by the CONTRACTOR for the COUNTY.

#### **ARTICLE V: TERM OF AGREEMENT**

5.1 This Agreement shall be effective on October 1, 2013 and shall terminate on September 30, 2016 unless terminated earlier pursuant to the provisions of this Agreement. The parties may mutually agree to a total of two (2) one-year extensions beyond this initial term. Such extension of this Agreement shall be in writing executed and approved by both the COUNTY and the CONTRACTOR.

5.2 Termination Without Cause. The COUNTY may terminate this Agreement without cause by giving written notice to the CONTRACTOR of its intent to terminate this Agreement. Such written notice of intent shall be given sixty (60) days prior to the actual date of termination.

5.3 Termination With Cause. This Agreement may be terminated by the COUNTY if there is a material breach of this Agreement which is not cured within twenty (20) days after the receipt of written notice of the breach. Upon the giving of written notice and the failure to cure, this Agreement shall be terminated automatically at the end of the cure period.

5.4 In the event sufficient budgeted funds are not available for a new fiscal monthly period, the COUNTY shall notify the CONTRACTOR of such occurrence and the Agreement shall terminate on the last day of the current fiscal monthly period without penalty or expense to the COUNTY. Such termination shall be deemed without cause.

5.5 The rights, duties and responsibilities of the CONTRACTOR shall continue in full force during the period of notice of termination set forth herein, regardless if for cause or without cause.

5.6 If the Agreement is terminated by the COUNTY as provided herein, the CONTRACTOR will be paid an amount which is equal to the total of all costs incurred on or prior to cancellation date. However, CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from the termination.

#### **ARTICLE VI: CONTRACTOR REQUIREMENTS AND CERTIFICATIONS**

6.1 The CONTRACTOR certifies that it will not attempt in any manner to improperly influence any specifications, to be restrictive in any respect, nor attempt in any way to improperly influence any purchasing of services or commodities by the COUNTY.

6.2 The CONTRACTOR hereby certifies that it is legally entitled to enter into this Agreement with the COUNTY and that it will not be violating, either directly or indirectly, any conflict of interest statute or any other applicable laws by the performance of this Agreement.

6.3 The CONTRACTOR certifies that it has received and reviewed the COUNTY's Contracts and Leases Policies and Procedures Manual, Purchasing Manual and Tourist Development Operations and Procedures Manual, and agrees to conform to the requirements of these policies. A violation of any COUNTY policy relating to the purchasing of services or the administration of this Agreement as required by the COUNTY policies shall be deemed a material breach of this Agreement.

6.4 The CONTRACTOR certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of executing this Agreement. The compensation amount and any additions thereto shall be adjusted to exclude any significant sums by which the COUNTY determines the compensation was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. CONTRACTOR represents that it has furnished a Public Entity Crimes Affidavit pursuant to Section 287.133, Florida Statutes.

6.5 In connection with the services to be performed under this Agreement, CONTRACTOR agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

#### **ARTICLE VII: AVAILABILITY OF CONTRACTOR RECORDS.**

7.1 The CONTRACTOR shall maintain records, books, documents, papers and financial information pertaining to work performed under this Agreement. The COUNTY upon reasonable request and notice, will have, during regular business hours, access to and the right to review and obtain copies of any and all information and documents pertinent to work performed under the Agreement at any time during the term of this Agreement. The CONTRACTOR agrees that the COUNTY, or any of its duly authorized representatives shall, upon reasonable request and notice, until expiration of one (1) year after final payment under this Agreement have access to, during regular business hours, and the right to examine any pertinent books, documents, papers, and records of the CONTRACTOR involving transactions related to this Agreement. In the event that such audit is in progress at the expiration of the aforementioned one (1) year period, access to and right to examine will continue until completion of such audit.

**ARTICLE VIII: GENERAL INSURANCE REQUIREMENTS.**

8.1 The CONTRACTOR shall not commence any work in connection with this Agreement until it has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Management Officer.

8.2 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.

8.3 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 sixty (60) days' notice to the CONTRACTOR.

8.4 The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the CONTRACTOR, which are perform any services under this Agreement.

8.5 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.

8.6 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.

8.7 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 Okaloosa County Risk Management Officer.

8.8 All insurance contracts, except the Workers' Compensation shall list the COUNTY as an Additional Insured. CONTRACTOR shall provide the COUNTY current Certificates of Insurance for all policies at least ten (10) days before commencing work.

**ARTICLE IX: WORKERS' COMPENSATION**

9.1 The CONTRACTOR shall secure and maintain during the term of this Agreement Workers' Compensation insurance for all employees including supervision, administration and management personnel. In case any services under this Agreement are sublet with the approval of the COUNTY, the CONTRACTOR shall require the subcontractor to provide Workers' Compensation insurance for all its employees. Evidence of such insurance shall be furnished to the COUNTY not less than ten (10) days prior to the commencement of any and all subcontracted work.

9.2 Such insurance shall comply with the Florida Workers' Compensation Law.

9.3 Coverage shall include a waiver or subrogation clause in favor of the COUNTY. Also, this endorsement must be indicated on all Certificates of Insurance.

9.4 The COUNTY is not liable for Social Security contributions pursuant to Section 418, U.S. Code, relative to the compensation of the CONTRACTOR during the period of this Agreement. The CONTRACTOR shall procure, pay for, and maintain Workers' Compensation insurance as required by law. The CONTRACTOR is solely responsible for any claims made by its employees under the Fair Labor Standards Act.

**ARTICLE X: BUSINESS AUTOMOBILE AND COMMERCIAL GENERAL LIABILITY**

10.1 The CONTRACTOR shall maintain Business Automobile Liability insurance coverage throughout the term of this Agreement and any extension hereto. The insurance shall include Owned, Non-Owned & Hired motor vehicle coverage.

10.2 The CONTRACTOR shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures. Such coverage shall include both On and Off Premises Operations, Contractual Liability, Board Form Property Damage and Professional Liability.

10.3 Commercial General Liability coverage shall be endorsed to include the following:

- a) On and Off Premises Operation Liability
- b) Occurrence Bodily Injury and Property Damage Liability
- c) Independent Contractor Liability
- d) Completed Operations and Products Liability

10.4 The CONTRACTOR shall agree to maintain in force Commercial General Liability Insurance including Completed Operations and Products Liability coverage for at least two (2) years following acceptance of the project by the COUNTY.

10.5 All liability insurance 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 10.6 below, 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 specified in 10.6 below.

10.6 LIMITS OF LIABILITY. The insurance required shall be written for not less than the following limits unless law requires higher amounts:

- 1. Workers Compensation
  - a) State Statutory
  - b) Employers Liability \$1 million each accident
- 2. Business Automobile (Combined Single Limit) \$1 million each occurrence
- 3. Commercial General Insurance (Combined Single Limit) \$1 million each occurrence
- 4. Professional Liability (Combined Single Limit) \$1 million each occurrence
- 5. Personal Injury and Advertising (Combined Single Limit) \$1 million each occurrence

10.7 The CONTRACTOR agrees to report any incident or claim that results from performance of this Agreement. Within ten (10) days of the CONTRACTOR's knowledge, the Okaloosa County Risk

Management Officer shall receive written notice describing the incident or claim. In the event such incident or claim involves injury or property damage to a third party, verbal notification shall be given the same day the CONTRACTOR becomes aware of the incident or claim. A detailed written report is to be made within ten (10) days.

#### **ARTICLE XI: CERTIFICATE OF INSURANCE**

11.1 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 the 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.

11.2 Certificates of insurance, in duplicate, evidencing all required coverage must be submitted to and approved by the 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

11.3 All policies shall expressly require thirty (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. The certificate, if on a Standard Accord, shall not include language such as "if any" or but failure to mail such notice shall impose on obligation or liability of any kind upon the COUNTY, its agents or representatives.

11.4 All certificates shall be subject to the COUNTY's approval of adequacy of protection and the satisfactory character of the Insurer.

11.5 The Certificates of Insurance shall disclose any and all deductibles or self-insured detentions (SIDs). Deductibles or SIDs in excess of \$10,000 will not be accepted unless specifically approved in writing by the COUNTY. All deductibles or SIDs, whether approved by the COUNTY or not, shall be the full responsibility of the CONTRACTOR. In particular, the CONTRACTOR shall afford full coverage as specified herein to entities listed as Additional Insured. In no way will the entitles 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 the 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.

11.6 In the event of failure of the CONTRACTOR to furnish and maintain said insurance and to furnish satisfactory evidence thereof, the 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.

11.7 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. The carrying of the insurance described shall in no way be interpreted as relieving the CONTRACTOR of any responsibility under this contract. Should the CONTRACTOR engage a subcontractor or sub-subcontractor, the same conditions will apply under this agreement to each subcontractor and sub-subcontractor. The CONTRACTOR hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the CONTRACTOR under all the foregoing policies of insurance.

**ARTICLE XII: INDEMNIFICATION AND HOLD HARMLESS**

12.1 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.

**ARTICLE XIII: AMENDMENT**

13.1 This Agreement may be amended, in writing, by the mutual consent of the parties.

**ARTICLE XIV: ENTIRE AGREEMENT**

14.1 This Agreement constitutes the entire understanding between the parties with respect to the transaction contemplated herein and supersedes all prior written or oral negotiations, commitments or writings. All future modifications to this agreement shall be in writing signed by both parties.

**ARTICLE XV: ATTORNEYS FEES**

15.1 If any legal action is brought by either party relating to this Agreement, the prevailing party will be entitled to reimbursement by the other party of its reasonable attorneys' fees and costs.

**ARTICLE XVI: GOVERNING LAW AND VENUE**

16.1 This Agreement shall be interpreted in accordance with the laws of the State of Florida without regard to its principles of conflicts of laws. Venue for any legal proceedings arising out of this Agreement shall be in Okaloosa County, Florida.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed on the day and year first hereinabove written.

Approved as to form:

**OKALOOSA COUNTY, FLORIDA**

By: \_\_\_\_\_  
John Dowd, County Attorney

\_\_\_\_\_  
Don R. Amunds, Chairman  
Board of County Commissioners

ATTEST: \_\_\_\_\_  
Clerk of the Circuit Court

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

Witnesses:  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name

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

## **EXHIBIT A - SCOPE OF SERVICES AND COMPENSATION**

### **SCOPE OF SERVICES**

The Scope of Services herein shall be used as a general guide and is not intended to be a complete list of all work that may be required.

The CONTRACTOR shall provide comprehensive coastal and environmental engineering services (site engineering, landscape, civil, geotechnical, design-related environmental, data management), to support the County in its on-going efforts to effectively protect and maintain its varied coastal environment.. Design and engineering services may be related to the following types of activities and facilities:

- Beach Restoration
- Marine Resources
- Dredging
- Piling – marine and land based
- Seawall, breakwaters and other erosion control structures
- Environmental restoration
- Engineering cost estimates
- Specification preparation
- Peer Reviews
- Second and legal opinions
- Shoreline Protection
- Geotechnical Engineering
- Cost Estimating
- Project Management
- Scheduling
- Aerial/Photogrammetric Services
- Surveying
- Community Relations

The actual Scope of Services and specific assignments will be determined on an as-needed basis and may be determined through an informal Request for Proposal process. The County reserves the right to award work related to this solicitation through a separate formal competitive solicitation.

### **COMPENSATION**

## NOTICE OF AWARD

**TO:**

**PROJECT  
DESCRIPTION:**

The **OWNER** has considered the **BID** submitted by you for the above-described **WORK in** response to its Advertisement for Bids dated \_\_\_\_\_ and Information for Bidders.

You are hereby notified that your **BID** has been accepted for items in the amounts of \$\_\_\_\_\_.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required **CONTRACTOR'S** Performance Bond, Payment Bond, and Certificates of Insurance within fifteen (15) calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said bonds within fifteen (15) calendar days from the date of this notice, said **OWNER** will be entitled to consider all your rights arising out of the **OWNER's** acceptance of your **BID** as abandoned and as a forfeiture of your **BID Bond**. The **OWNER** will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this **NOTICE OF AWARD** to the **OWNER:** Okaloosa County Purchasing, 602-C North Pearl St., Crestview, FL 32536. If you have any questions, please call Jack Allen at 850-689-5960.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2013.

**OWNER – OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS**

BY: \_\_\_\_\_ TITLE \_\_\_\_\_  
Richard L Brannon Purchasing Director

### ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE OF AWARD** is hereby acknowledged.

BY: \_\_\_\_\_

This the \_\_\_\_ day of \_\_\_\_\_, 2013.

BY: \_\_\_\_\_

Title: \_\_\_\_\_

# NOTICE TO PROCEED

DATE: \_\_\_\_\_

**TO:**

**PROJECT:** \_\_\_\_\_

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_, **2013**, on or before \_\_\_\_\_, and you are to complete the WORK within \_\_\_\_\_. The date of completion of all WORK is therefore \_\_\_\_\_.

You are required to return an acknowledged copy of this **NOTICE TO PROCEED** to the **OWNER:** Okaloosa County Purchasing, 602-C North Pearl St, Crestview, FL 32536.

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS  
**OWNER**

BY: \_\_\_\_\_  
Richard L. Brannon

TITLE: **Purchasing Director**

## ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE TO PROCEED** is hereby acknowledged.

\_\_\_\_\_  
Company Name

This the \_\_\_\_\_ day of \_\_\_\_\_, **2013**

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Type or Print Name

Title: \_\_\_\_\_

**General Standards of Work** - The actual scope of work and specific assignments will be determined on an as-needed basis and may be determined through an informal Request for Proposal process. The County reserves the right to award work related to this solicitation through a separate formal competitive solicitation.

## GENERAL INFORMATION

**PAYMENT**—Service under the contract shall be under the general direction of the County Administrator or their designated representative. Proposers must submit an hourly fixed cost using the attached pricing form.

Payment schedule and basis for payment will be negotiated and will be based upon documented work completed.

**TERMS** – The term of this contract shall be for an initial period of three (3) years. The County reserves the right to cancel the contract if it determines services are no longer needed, with 30 day written notice.

**PUBLIC ENTITY CRIME INFORMATION** - A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property 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 in excess of the threshold amount provided in Section 287.017, for **CATEGORY TWO** for a period of 36 months from the date of being placed on the convicted vendor list.

The engagement of certain professional services, including those required by this Request for Proposals, is exempt from the provisions of the Administrative Procedure Act, Chapter 120, Florida Statutes, as amended, and therefore are not to be subject to the appeal process therein described at any time during the solicitation period.

Proposals **MUST** be submitted in the format described below:

1. Letter of Interest including information on location of the firm's office that will be the lead office for this contract.
  - A. Name:  
Name of Business:  
Address:  
City, State, Zip Code  
  
Business #:  
Fax #:  
E-mail Address:
2. **Business Credentials** – Provide a synopsis of the proposer's qualifications, to include specific capabilities.
3. **Registration** – State of Florida licensing/registration qualifications (if required) of the proposer's personnel and business office. Provide copies of same.