

**REQUEST FOR PROPOSAL
BIOMASS ESTIMATION PROJECT
AROUND KNOWN OKALOOSA COUNTY ARTIFICIAL
REEFS FUNDED THROUGH THE
GULF TOURISM & SEAFOOD PROMOTIONAL FUND**



RFP- #PW 18-13

RFP DUE: MARCH 22, 2013 @ 4:00 P.M. (CST)

REQUEST FOR PROPOSAL FOR THE REEFS

The Okaloosa County Board of County Commissioners, under the provisions of Section 287.055, Florida Statutes, and Board policy request proposals from firms to provide **"Proposal for Biomass Estimation Project (Okaloosa County Artificial Reefs)**.

Firm desiring consideration should provide an original and six (6) copies of their proposals. Copies of the RFP may be obtained from the Okaloosa County Purchasing Department, 850-689-5960, or by downloading them from our website at www.co.okaloosa.fl.us (County Dept., Purchasing, Section Navigation, Solicitations and then Current).

Proposals must be delivered to the Okaloosa County Purchasing Department at the address listed now later than **4:00 p.m., Friday, March 22, 2013** in order to be considered.

All proposals must be in sealed envelopes reflecting on the outside **"Proposal for Biomass Estimation Project (Okaloosa County Artificial Reefs)**.

All proposals should be addressed as follows:

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

J. Jack Allen for
Richard L. Brannon
Purchasing Director

02/22/2013
Date

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY

Don R. Amunds
Chairman

1. **PURPOSE** – The purpose of this Request for Proposal (RFP) is to identify an organization that can provide Okaloosa County, Florida (the County) with a detailed Biomass Estimation in the ecosystems around known Okaloosa County artificial reefs in the Gulf of Mexico. This study will provide key data and information to further understand the socioeconomic benefits of artificial reefs through investigation of the biomass and characterization of species composition of existing artificial reefs and materials within Okaloosa County's artificial reef network. The project will also provide meaningful results to aid decision makers with recommendations or information that will assist with future management and planning efforts for artificial reefs and the ecosystems they support. The project includes the production of a web application to promote recreational fishing and diving tourism, and support local seafood marketing efforts in Okaloosa County.

Funding for this project is provided for through a grant through the Gulf Seafood & Tourism Promotional Fund and cannot exceed \$450,000.00.

2. **OKALOOSA COUNTY NARRATIVE** – Okaloosa County was formed by an act of the Florida Legislature in 1915. The County is in the center of a 100 mile long strip of white sand beaches in Northwest Florida. The County seat is located in Crestview in the northern half of the County. The County is bordered on the west by Santa Rosa County, on the north by the State of Alabama, on the east by Walton County and on the south by the Gulf of Mexico. The County has a total land area of 1,936 square miles and approximately 44 miles of beaches facing directly on the Gulf of Mexico.

The entire central and southern portions of the County, with the exception of the coastal area, is the property of Eglin Air Force Base. The population and commercial growth of the County is primarily in the coastal area along the Gulf of Mexico. Okaloosa County is the ideal vacation destination for new and returning visitors throughout the United States and the world.

3. **PROJECT DESCRIPTION** – This project consists of two tasks which will provide a baseline of fisheries data associated with artificial reefs. Task 1 is to systematically acquire structural, fish biomass and species information for at least 100 public artificial reefs in the Okaloosa County artificial reef network. Results of Task 1 will be compiled into a final report to provide meaningful results which would supply decision makers with recommendations and information that could assist future management and planning efforts for artificial reefs and socioeconomic benefits. Task 2 will be development of a web application that will provide a description of the project, a repository for data, data analysis description and interpretations as well as a means to disseminate data collected for analysis through Task 1. The website developed under Task 2 will be used as a platform for the data collected in Task 1 that will ultimately promote recreational fishing and diving tourism, and support local seafood marketing efforts in Okaloosa County.

Attachment A “**Scope of Services**” contains a more detailed description of the project and specific task elements and requirements that should be addressed by the bidder. It is recommended that the bidder respond to each stipulation or requirement as presented in Attachment A with sufficient detail to demonstrate the bidder's understanding of the project requirement. The bidder's response to these project requirements coupled with the required contract documents will be the basis for award of this contract.

PROPOSAL FORMAT – Proposals will be evaluated on the basis of cost and the structure that best meets the scientific value requirements of the County.

- 4. APPLICABLE LAWS & REGULATIONS** – The contractor's attention is directed to the fact that all applicable Federal, state laws, county municipal ordinances, orders, rules & regulations of all authorities having jurisdiction over project shall apply to the bid throughout, and they will be deemed to be included in the contract the same as though they are written out in full herein.

The contractors will comply with all applicable marine laws and if diving is required, comply with all State & Federal laws applicable.

ATTACHMENT A

SCOPE OF SERVICES

The Biomass Estimation Project will be comprised of two primary tasks – Data Collection and Processing & Website Development. The objective of the project is to provide decision makers with recommendations or information that could assist with future reef and fisheries management and planning efforts. By utilizing the processes and technologies described in the project proposal, it is believed that this objective can be met with proper project management controls. Okaloosa County does not have the resources necessary to perform this project utilizing existing staff. Therefore, this Request for Proposal is being presented to the marketplace to seek qualified organizations that can perform the work necessary to meet the project objectives.

The following is a list of project controls that are required in the execution of this project.

TASK 1 DESCRIPTION

Up to 100 known artificial reefs will be selected for the study in coordination with Okaloosa County's Artificial Reef Program (OCARP) Manager. The reefs selected would provide a statistically sound representative sample of all artificial reefs in Okaloosa County's LAARS with depths ranging from 60 – 300 feet. As original locations may have changed or may be inaccurate, the successful recipient will confirm the locations of the 100 reefs, and provide coordinates of the reef locations to the County. Using available technology and methods, the successful recipient will measure or calculate biomass of the reef fish located within an effective vicinity of reef sites. Confirmation of species detected and identified by electronic means is required. Measurements of non-anthropogenic areas would be compared to areas where artificial reefs are placed. Data collection methods would be scientifically acceptable with proven field methods and are appropriate for the specific monitoring objectives in all of Okaloosa Counties LAARS. It is anticipated that approximately 600 square miles of ocean floor will be subject to data collections activities.

A scientific report would be completed for artificial reef management and scientific analysis for future artificial reef programs. This report will characterize each reef structure providing information on design, dimension and material, and the numbers and type of economically important fish species. This report will also document biomass estimate per type, orientation, location, and age (or other attributes) of reefs (to the extent of historical data available), to provide decision-makers with recommendations or information that could assist with future management and planning efforts.

TASK 2 DESCRIPTION

Task 2 is the development a web-based application for the purpose of educating and communicating to the public the findings of the artificial reef survey efforts, with the ultimate goal of informing the public of the importance and value of ecosystems created by artificial reefs from an ecological and economical standpoint. The web application will provide location and information of individual artificial reefs, and communicate the potential fishing/diving opportunities in Okaloosa County artificial reef network. Multi-media, such as underwater video, still shots, interactive maps and

applications, downloadable GPS layers and links to other useful recreational fishing information will be available on the website. All site design, enhancements, hosting monitoring, search engine optimization, and content strategy will be integrated into a web-based application. The web-based application will comply with current information security requirements for local, state, and federal government as needed.

Anticipated subtasks for Data Collection & Processing & Web Development are:

Task 1 – Data Collection & Processing

- Sub-Task 1 – Project Management Plan
- Sub-Task 2 – Field Validation Project
- Sub-Task 3 – Survey & Data Gathering
- Sub-Task 4 – Data Analysis & Reporting

Task 2 – Web-Development

- Sub-Task 1 – Draft Website
- Sub-Task 2 – Second Okaloosa County Review
- Sub-Task 3 – Final Website Development & Delivery

These project control requirements are intended to be used to assure that tangible results are being achieved and documented and that funds are being spent appropriately.

One of the primary objectives of the overall assessment and restoration activities resulting directly from the Deepwater Horizon Oil Spill or indirectly as compensation for the oil spill is to support projects that have a direct impact on the affected area. This particular project is not a result of a direct affect from the oil spill but indirectly in that there is the potential of real and/or perceived negative impacts to the tourism and seafood industries. The data generated by this project will provide an empirical baseline assessment of the biomass associated with artificial reefs offshore from Okaloosa County. The data collected will be a snapshot in time that will be a benchmark for future fish stock assessments and provide a dataset comparable to current fish stock assessment modeling efforts. Data used to analyze other submerged conditions such as reef densities in public reef deployment areas is highly desirable and can be achieved through the implementation of technologies expected to be used in the execution of this effort.

Many of the projects that will be performed in association with the Deepwater Horizon Oil Spill are intended to stimulate locally affected economies. The evaluation of proposals for this project will be weighted in favor of local businesses. The evaluation of proposals will also favor organizations demonstrating past projects or experience with the local marine environment.

The following list describes specific information that the County will use to evaluate each contractor proposal. Please respond to each item in order presented to help the County evaluate each proposal.

General Information

1. Please provide a detailed narrative to describe your understanding of the primary project objective.
2. Identify how the project may address unresolved scientific issues or provide data relevant to artificial reef management, marine fisheries issues and promotion of tourism & seafood.

3. Please provide Sub Task level cost breakdown, deliverables, and due dates.
4. Provide a Gantt Chart Schedule for the Project Control Requirements of this project using the award date as the initiating project task.
5. Does your business have an Okaloosa County Occupational Business License? If yes, please provide a scanned copy.
6. What percentage of the labor estimated for this project will be performed by employees or subcontractors that are Okaloosa County residents?
7. Provide project narratives executed by the contractor and/or resumes of employees that will be assigned to this project that relate to marine resources off of Okaloosa County & Northwest Florida.

TASK 1 DATA COLLECTION & PROCESSING

8. Planning/Project Management Plan (PMP) – Please identify the major components of the PMP.
9. The contractor will provide a vessel utilized for data collection, please provide specifications for the vessel and qualifications for the operation of the vessel.
10. Please indicate how data will be protected over the duration of data collection activities.
11. Specify the systems or tools that will be used in the data collection activity and describe how it will integrate with data processing.
12. The study area will encompass approximately 600 square miles. Based on the known configuration of the public reef sites, please provide a map that illustrates a study area that will return the optimal amount of data to meet the project objective and provide ancillary data that could benefit the Okaloosa County Artificial Reef Program (OCARP).
13. Please provide project narratives that demonstrate proficiency in large scale projects of similar nature of this RFP by the contractor. Also, describe how the data collection technologies will be integrated with geospatial systems.
14. Please provide level of experience analyzing and logging large quantities of marine biological data. It is expected that this effort will produce a large amount of data that may be of some use in future projects. Please elaborate of the disposition and fate of this data.

TASK 2 WEB-DEVELOPMENT

15. Please provide examples of past website development projects.
16. Please describe a description of the programming methodology that will be used to create the website. The County prefers industry standard methods.
17. The data collected during this effort is largely geo-referenced. The County desires that users are able to visualize some or all of the data that is collected within the website

experience. Please provide a conceptual description of how the contractor intends to accomplish this feature. An example of websites that have the capability is acceptable.

18. Describe how and in what format website users will be able to export, query, and utilize data from the website.

SPECIAL CONDITIONS

1. The County reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal, and to accept the proposal that in its judgment will best serve the interest of the County. The County specifically reserves the right to reject any conditional proposal and will normally reject those that made it difficult to determine the true amount of the bid.
2. **Addition/Deletion of Items** – The County reserves the right to add or delete any item from this proposal or resulting contract when deemed to be in the County's best interest.
3. Proposals will not be considered from vendors who are currently involved in official financial reorganization or bankruptcy proceedings.
4. Payments: The contractor shall be paid upon submission of invoices in duplicate, to:

Okaloosa County Board of Commissioners
Finance Department
302 N. Wilson St. #203
Crestview FL 32536-3502

The prices stipulated here for articles delivered and accepted. Invoices must show contract number.

5. **Information** – Questions concerning proposal requirements or specifications should be directed to the Okaloosa County Purchasing Department, 602-C North Pearl St., Crestview FL 32536; Phone #850-689-5960, Attn: Richard Brannon. Any changes by the County to specifications shall be in writing in the form of an addendum and furnished to all proposers. Verbal information obtained otherwise will not be considered in awarding of proposals.
6. **Right to Waive & 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 judgement 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.

7. **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 judgement 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.
 - H. If diving on the deployment site is required, the diving company must provide proof of meeting all local, State or Federal requirements. Failure to do so will result in disqualification.
8. **Bid Opening** – Opening shall be public on the date and time specified. It is the proposers responsibility to assure that his proposal is delivered at the proper time and place. Offers by telegram, facsimile, or telephone are **NOT ACCEPTABLE**. **NOTE:** Crestview, FL is “**not a next day guaranteed delivery location**” by delivery services.
9. **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.

10. **Conflict of Interest** – The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposal, the name of any officer, director, or agent who is also a public officer or an employee of the Board, or any of its agencies.

Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, any interest of five percent (5%) or more in the firm of 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.

11. **Identical Tie Proposals** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and service are received by the County for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process (see attached certification form).

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

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

12. **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.

13. **Indemnification & Hold Harmless** – To the fullest extent permitted by law, the contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the contractor and other persons employed or utilized by the contractor in the performance of this agreement.

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

1. **Bid Price** - The bid price shall include all equipment, labor, materials, permit(s), freight, taxes, required insurance, Public Liability, Property Damage and Workers' Compensation, etc., to cover the finished work called for.
2. **Applicable Laws and Regulations** - The bidders attention is directed to the fact that all applicable state laws, county municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over project shall apply to the bid throughout, and they will be deemed to be included in the contract the same as though they are written out in full herein.
3. **Permits** - The contractor shall be responsible for obtaining any necessary building permits.
4. **Project Site** - All bidders are required to visit the project site and become familiar with the scope of work before submitting a bid.

For technical information or to see job site, contact Scott Henson, Public Works, at 850-689-5772, 8:00 a.m. - 4:00 p.m., Monday through Thursday.

5. **Bid Information** - Questions concerning bid requirements or specifications should be directed to Jack Allen at the Okaloosa County Purchasing Department, 602-C North Pearl Street, Crestview, Florida 32536, at 850-689-5960. Any changes by the County to specifications shall be in writing in the form of an addendum and furnished to all bidders. Verbal information obtained otherwise will not be considered in awarding of bids.
6. **Specification Exception** - Bidder shall clearly list any changes in the bid specifications. Bidders must explain any deviation from the bid specifications, in writing, as a footnote on the applicable bid page. Failure of the bidder to comply with these provisions will result in the bidder being held responsible for all costs required to bring the building in compliance with contract specifications.
7. **Addition/Deletion of Items** - The County reserves the right to add or delete any item from this bid or resulting contract when deemed to be in the County's best interest.
8. **Contractor Check Sheet** - The contractor awarded this job must fill out the attached Contractor Check Sheet prior to start of work and FAX/deliver to Okaloosa County Purchasing, 602-C North Pearl Street, Crestview, FL 32536 (FAX 850-689-5970).
9. **Delivery** - The contractor must call a minimum of **48 hours in advance of delivery** and start installation. Point of contact is Scott Henson at 850-689-5772.
10. **Damages** - The contractor shall be responsible for any damages to existing utilities, concrete, asphalt, buildings, or grounds, etc., and shall repair or replace any damage at his own expense.
11. **Protection of Work Area** - The contractor will be required to protect all work areas necessary to prevent accidents and insure safe working conditions for employees and work related personnel.
12. **Warranty** - Bidder shall provide terms/length of warranty as requested on the provided bid sheet.

13. **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.

14. **Conflict of Interest** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposal 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 spouses or child's interest and the nature of the intended business.

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

15. **Identical Tie Proposal** - 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 (see attached certification form).

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

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

16. **Recycled Content Information** - In support of the Florida Waste Management Law, bidders are encouraged to supply with their bid any information available regarding recycled material content in the products bid. The County is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.) and the percentage of recycled material contained in the product. The County also requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.

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

17. **Local Preference** - Okaloosa County reserves the right to grant a preference to in-county bidders **only** when bids are received from firms located in states, counties, municipalities or other political subdivisions which offer preference to bidders located in such political subdivisions. The amount of preference given to local bidders will be the same as that given by the state, county, municipality or other political subdivisions in which a bidder is located. If the political subdivision in which a bidder is located offers a preference to its local firms, that bidder must plainly state the extent of such preference to include the amount and type preference offered. Any bidder failing to indicate such preference will be removed from the County bid list and any all bids from that firm will be rejected.

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

18. **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.

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

19. **Reorganization or Bankruptcy Proceedings** - Bids will not be considered from vendors who are currently involved in official financial reorganization or bankruptcy proceedings.

20. **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 judgement 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 that made it impossible to determine the true amount of the proposal.

21. **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 that in the judgement 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.
22. **Conditional and Incomplete Bids** - The Board of County Commissioners specifically reserves the right to reject any conditional bid and will normally reject those that make it impossible to determine the true amount of the bid.
23. **Investigation of Bidder** - The owner may make such investigations as he deems necessary to determine the stability of the bidder to perform the work and that there is no conflict of interest as it relates to the project. The bidder shall furnish to the owner any additional information and financial data for the purpose as the owner may request. The data shall include a detailed and up-to-date list of plant equipment and materials which bidder proposes to use, indicating which portions he already possesses and a detailed description of the method and program or work to be done.
24. **Preparation of Bids** - Bids must be submitted upon 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 amounts extended and totaled. No changes shall be made in phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the figures, the written amounts shall govern. Any bid may be rejected which contains 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 of published notice inviting bids.
25. **Bid Bond** - Bidders are required to submit a Bid Bond, Cashier's or Certified Check in the amount of 5% of their total bid and **the Bid Bond is to be attached to their bid.**

26. Insurance Requirements

- A. Workers' Compensation: Contractors shall take out and maintain during the life of the contract, Workers' Compensation Insurance for all his employees employed at the work sites, and while involved in any operation connected with work under this contract. The contractor shall require all sub-contractors involved in work under said contract to provide Workers' Compensation Insurance for their employees unless they are afforded protection by the prime contractor. Workers' Compensation shall be per statutory limits.
- B. Public Liability and Property Damage: The contractor shall maintain during the life of the contract, Public Liability and Property Damage Insurance, including automobile insurance that will protect him and any sub-contractors performing work covered by this contract from claims for damage for Bodily Injury including accidental death as well as from claims from property damage which may arise from operations under the contract, whether such operations be by the contract or by any sub-contractor or by anyone directly or indirectly employed by either of them. The coverage of such insurance shall be as stated.

27. Completion Time - The project shall be completed within **60** calendar days after issuance of Notice to Proceed.

28. Liquidated Damages

- A. In case of failure on the part of the Contractor to complete the work within the time(s) specified in the contract, or within such additional time(s) as may be granted by Okaloosa County, the County will suffer damage, the amount of which is difficult, if not impossible, to ascertain. Therefore, the Contractor shall pay to the County, as liquidated damages, the amount established in the schedule below for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. In no way shall costs for liquidated damages be construed as penalty on the contractor.

<u>Original Contract Amount</u>	<u>Daily Charge Per Calender Day</u>
\$50,000 and under	\$ 311
Over \$50,000 but less than \$250,000	972
\$250,000 but less than \$500,000	1584
\$500,000 but less than \$2,500,000	1924
\$2,500,000 but less than \$5,000,000	2694
\$5,000,000 but less than \$10,000,000	3902
\$10,000,000 but less than \$15,000,000	6102
\$15,000,000 but less than \$20,000,000	7022
\$20,000,000 and over	7022 plus 0.2% for any amount over \$20 million

- B. **Determination of Number of Days of Default**: For all contracts, regardless of whether the contract time is stipulated in calendar days or working days, the default days

shall be counted in calendar days.

- C. **Conditions under which Liquidated Damages are Imposed:** Should the Contractor or, in case of his default, the Surety, fail to complete the work within the time stipulated in the contract, or within such extra time as may have been granted by the County, the Contractor or, in case of his default, the Surety, shall pay to the County, not as a penalty, but as liquidated damages, the amount so due as determined by the Code requirements, as provided above.
 - D. **Right of Collection:** The County shall have the right to apply as payment on such liquidated damages any money which is due to the Contractor by the County.
 - E. **Permitting Contractor to Finish Work:** Permitting the Contractor to continue and to finish the work, or any part of it, after the expiration of the contract time allowed, including extensions of time granted to the Contractor, shall in no way act as a waiver on the part of the County the liquidated damages due under the contract.
 - F. **Completion of Work by County:** In case of default of the contract and the completion of the work by the County, the Contractor and his Surety shall be liable for the liquidated damages under the contract, but no liquidated damages shall be chargeable for any delay in the final completion of the work by the County due to any unreasonable action or delay on the part of the County.
29. **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.
30. **Final Payments** - In accordance with the provisions fully set forth in the General Conditions, and subject to additions and deductions as provided, the Owner shall pay the Contractor as follows:

Final Payment: Upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills and other costs incurred by the Contractor in connection with the construction of the work have been paid in full, and also, after all guarantees that may be required in the specifications have been furnished and are found acceptable by the Owner, final payment on account of this Agreement shall be made within sixty (60) days after completion by the Contractor of all work covered by this Agreement and acceptance of such work by the Owner.

31. **Authority to Piggyback** - All bidders submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all governmental agencies under the same conditions, for the same contract price, and for the same effective period as this bid, should the bidder feel it is in their best interest to do so.

Each governmental agency desiring to accept these bids 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 bid.

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

32. **Bid Opening Information** - Bid Opening shall be public, on the date and time specified on the bid form. It is the bidder's responsibility to assure that his bid 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.
33. **Bid Tabulation Sheet** - Any bidder interested in receiving a copy of the bid tabulation sheet **must** enclose a stamped self-addressed envelope with their bid.

CONFLICT OF INTEREST DISCLOSURE FORM

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

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

YES _____

NO _____

NAME(S)

POSITION(S)

FIRM NAME: _____

BY (PRINTED): _____

BY (SIGNATURE): _____

TITLE: _____

ADDRESS: _____

PHONE NO. _____

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED BIDDER 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: _____

PHONE NO.: _____

RECYCLED CONTENT FORM

RECYCLED CONTENT INFORMATION

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

Product Description: _____

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

Specify: _____

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

Yes_____ No_____

Specify: _____

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

Name of Bidder: _____

LOCAL PREFERENCE DATA SHEET

Refer to Special Bid Condition

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

YES _____

Bidder's Company Name

NO _____

Authorized Signature – Manual

Authorized Signature – Typed

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

(REVISED: JANUARY 12, 2001)