

**EMPLOYEE ASSISTANCE PROGRAM (EAP) SERVICES FOR
OKALOOSA COUNTY BOARD OF COUNTY
COMMISSIONERS EMPLOYEES**



BID #: HR 39-14

BID OPENS: May 1 2014 @ 3:00 P.M.

NOTICE TO BIDDERS

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept informal bids (quotes) until 3:00 p.m. (local time) May 1, 2014 for **Employee Assistance Program (EAP) Services**. Pursuant to copies of bid provisions, bid forms, and specifications may be obtained from the Okaloosa County Purchasing Department, 602-C North Pearl Street, Crestview, FL 32536; 850-689-5960 or they may be downloaded from our website at www.co.okaloosa.fl.us (Departments, Purchasing, and Current Solicitations).

Delivered to the Purchasing Department 602 C North Pearl Street, Crestview, FL 32536.

There is no obligation on the part of the County to award the bid to the lowest bidder, and the County reserves the right to award the bid to the bidder submitting a responsive bid 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 bids received. Okaloosa County shall be the sole judge of the bid and the resulting negotiating agreement that is in its best interest and its decision shall be final.

All bids should be addressed as follows:

Okaloosa County Purchasing
RFB# HR 38-14
Attn: Zan Fedorak
602 C North Pearl Street
Crestview, FL 32536

Zan Fedorak
Purchasing Manager

Date

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY

Charles K. Windes, Jr.
Chairman

SPECIFICATIONS

INTRODUCTION – The Okaloosa County Board of County Commissioners is requesting quotes from qualified firms to provide professional Employee Assistance Program (EAP) services to our employees. The program includes professional counseling and training of employees on various topics, as determined by the County.

BACKGROUND – Okaloosa County, with approximately 800 employees, is seeking to provide professional and confidential counseling and referral service to those employees and their families experiencing personal problems. This service will also be used by the management and human resources staff to refer employees for evaluation and counseling for some job related issues and behaviors. Over the last several years, the program's usage has ranged from 16-70 EAP visits annually.

SCOPE/OBJECTIVES

1. Confidential, professional and comprehensive diagnostic, counseling and referral services of up to three visits without charge per calendar year for any employee or immediate family member experiencing personal problems. The first session should be initially offered within a reasonable time (not later than ten (10) days for "non-crisis" matters) from employee contact.
2. Client services that include individual and family evaluation, counseling and referral.
3. Emergency services 24 hours a day, 7 days a week, to include a "crisis line" available for employees in need of immediate communication.
4. Provision of services in both the North and South Okaloosa County areas.
5. Provision of quarterly utilization reports to County management. Reports will contain no patient identity information but will consist primarily of number of clients and types of issues included.
6. Provision of limited information to management/human resources office when employees are directed to the EAP program by same. Information is to be limited to risk to self or others, treatment plans and compliance status with treatment plan.
7. Provide management, supervisory and various training sessions to client based on needs, determined by the County.
8. Periodic development and provision of EAP informational materials to the employer work force, including orientation and educational materials.
9. Provide "crisis debriefing" and assistance in situations such as workplace violence, mass causality or disasters to employees based on needs, determined by the County.
10. Licensed and qualified staff to provide these services.
11. Commitment to provide timely counseling services.

QUOTE FORMAT – Quote's must set forth full, accurate, and complete information and should:

1. Describe how the respondent will deal with each item outlined in the section headed "SCOPE/OBJECTIVES." This applies even if it is the intent of the respondent to eliminate the item or to substitute some other activity.

2. Set forth an implementation plan specifying the staff credentials, capabilities, tasks to be performed, and relevant timetables for service.
3. Provide two cost quotes including a capitated rate for three visits per calendar year per employee, as well as a cost per visit rate. Provide any additional fee schedules, if applicable.
4. Provide reference list of at least five comparable organizations and permissions statement allowing the County to contact references as needed.

SELECTION CRITERIA – The prospective contractor will be selected principally on the following criteria, though not necessarily in this order of ranking:

1. A review of the SCOPE/OBJECTIVES; although we reserve the right to accept or reject any and all quotes including the lowest quote.
2. Budget & Fees. Strong consideration will be given to firms who provide a rate guarantee with no increase for a 3 – 5 year period.
3. Qualifications of the firm and reference verifications.

SPECIAL CONDITIONS

1. **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.
2. **Bid Information** - Questions concerning bid requirements or specifications should be directed to 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 the bid.
3. **Right to Waive and Reject**
 - A. The Board, in its absolute discretion, may reject any bidder 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 Services Manager to emphasize this condition to potential bidders.
 - B. There is no obligation on the part of the County to award the bid to the lowest bidder, and the County reserves the right to award the bid to bidder submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of Okaloosa County, and to reject any and all bids or to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid 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 bids, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this bid and to accept the bid 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 bid and will normally reject those that made it impossible to determine the true amount of the bid
4. **Disqualification of Bidders** - Any of the following reasons may be considered as sufficient for the disqualification of a bidder and the rejection of his/her bid or bids:
 - A. More than one bid for the same work from an individual, firm or corporation under the same or different name.
 - B. Evidence that the bidder has a financial interest in the firm of another bidder for the same work.
 - C. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work of the County until such participant shall have been reinstated as a qualified bidder.
 - D. Uncompleted work that 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 bids.
- F. Default under previous contract.
5. **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.
6. **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 County any additional information and financial data for the purpose as the County may request.
7. **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.
8. **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.
Note: For bidder's convenience, this certification form is enclosed and is made a part of the bid package.
9. **Conflict of Interest** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their bid 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 bid, 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.
10. **Identical Tie Bid** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids that 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 bidder's convenience, this certification form is enclosed and is made a part of the bid package.

11. **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.

12. **Local Preference** - Okaloosa County grants a preference to in-county bidders only when bids are received from firms located in states, municipalities or other political subdivisions which offer preference to bidders located in such politician subdivisions. The amount of preference given to local bidders will be the same as that given by the state, county, municipalities or other political subdivisions in which the out-of-county 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 its local firms, to include the amount and type of preference. Any bidder failing to indicate such preference will be removed from the County bid list and any and all bids from that firm will be rejected.
NOTE: For bidder's convenience, the certificate form is enclosed and is made part of the bid package.

13. **Bid Opening** - 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 e-mail, facsimile, or telephone are **NOT** acceptable.
Note: Crestview, Florida is "not a next day guaranteed delivery location" by delivery services.

14. **Awards and Rejections** - The Board in its absolute discretion may reject any bid of a bidder that has failed, in the opinion of the Board to complete or perform an Okaloosa County contracted project in a timely fashion, and has directed the Okaloosa County Purchasing Manager to emphasize this condition to potential bidders.

There is no obligation on the part of the County to award the bid to the lowest bidder, submitting a responsive bid with a resulting negotiating agreement that is in its best interest and its decision shall be final.

The Board of County Commissioners reserves the right to waive any informalities or reject any and all bids, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this bid and to accept the bid that in its judgment will best serve the interest of the County.

The Board of County Commissioners specifically reserves the right to reject any conditional bid and will reject those which make it impossible to determine the true amount of the bid. Each item must be paid separately and no attempt will be made to tie any item to any other item or items.

15. **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.

16. **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.

17. **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, Requests for Bids, 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 the award.
Note: For bidder's convenience, the certificate form is enclosed and is made part of the bid package.

18. **Protection of Resident Workers** – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Contractors doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security's website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

INSURANCE REQUIREMENTS

Contractor's Insurance

- A. 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 Manager.
- B. All insurance policies shall be with insurers licensed to do business in the State of Florida, and any insuring company is required to have a minimum rating of A, Class X in the Best Key Rating Guide published A. M. Best & Co., Inc.
- C. All insurance shall include the interest of all entities names 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.
- D. The County of Okaloosa shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation and Professional Liability.
- E. The County of Okaloosa shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual agreements between the County of Okaloosa and the **CONTRACTOR**.
- F. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the **CONTRACTOR**.
- G. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the **CONTRACTOR**, which are involved, and which is a part of the contract.
- H. The County reserves the right at any time to require the **CONTRACTOR** to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
- I. The designation of **CONTRACTOR** shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
- J. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the County Representative.

Workers' Compensation Insurance

- 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 of Okaloosa, 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 of Okaloosa not less than ten (10) days prior to the commencement of any and all sub-contractual agreements which have been approved by the County of Okaloosa.

2. Such insurance shall comply with the Florida Workers' Compensation Law.
3. Coverage shall include a waiver or subrogation clause in favor of Okaloosa County. Also, this endorsement must be indicated on all Certificates of Insurance.

Business Automobile and Commercial General Liability Insurance

- A. The **CONTRACTOR** shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-Owned & Hired motor vehicle coverage.
- B. The **CONTRACTOR** shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
- C. In addition to the required coverage in B. above, Commercial General Liability coverage shall include the following:
 - 1.) On and Off Premises Operation Liability
 - 2.) Personal Injury Liability Insurance
 - 3.) Independent Contractor Liability
 - 4.) Completed Operations and Products Liability
- D. 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.
- E. 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.

Limits of Liability

The insurance required shall be written for not less than the following limits unless law requires higher amounts:

<u>COVERAGE</u>	<u>LIMIT</u>
A. Workers Compensation 1.) State 2.) Employers Liability	Statutory \$1 million each accident
B. Business Automobile	\$1 million each occurrence (Combined Single Limit)
C. Commercial General Insurance	\$1 million each occurrence (Combined Single Limit)
D. Professional Liability	\$1 million each occurrence (Combined Single Limit)
E. Personal and Advertising Injury	\$250,000

Owner & Contractor's Protective Liability

In addition to the liability requirements above, the **CONTRACTOR** shall, at his expense, provide an Owner and **CONTRACTOR's** Protective Liability insurance policy issued in the name of the OWNER and ENGINEER. Coverage shall be provided under this policy for not less than the following amounts:

A. Bodily Injury	\$1 million each occurrence
B. Property Damage	\$1 million each occurrence

Property Insurance

CONTRACTOR shall purchase and maintain property insurance upon the Work at the site in the amount of the full replacement cost. Any deductible amount is the responsibility of the **CONTRACTOR**. This insurance shall (1) include as an insured the OWNER, CONTRACTOR, ENGINEER and any others who have an insurable interest, (2) be written on a Builder's Risk special cause of loss policy form; (3) include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects); (4) cover materials and equipment stored on the site or at another location that was agreed on in writing by the OWNER prior to being incorporated in the Work; (5) allow for partial utilization of the work by the OWNER; (6) include testing and startup; and, (7) be maintained in effect until final payment is made unless otherwise agreed to in writing by the OWNER, **CONTRACTOR** and ENGINEER with 30-day written notice to each other entity to whom a certificate of insurance has been issued.

Notice of Claims or Litigation

The **CONTRACTOR** agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the **CONTRACTOR's**

knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the **CONTRACTOR** becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

Indemnification 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.

Certificate of Insurance

- A. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows:

Okaloosa County
602-C North Pearl Street
Crestview, Florida 32536

- B. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
- C. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer.
- D. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs). County requests that all deductibles or SIRs be no greater than \$10,000. However, **CONTRACTORS** having insurance with higher deductibles may submit a bid without penalty reflecting the pricing for their deductible provided that **CONTRACTOR** also submits a brief company financial statement.
- E. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the **CONTRACTOR** has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.
- F. In the event of failure of the **CONTRACTOR** to furnish and maintain said insurance and to furnish satisfactory evidence thereof, Okaloosa County shall have the right (but not the obligation) to take out and maintain insurance on the project. All costs for the coverage will be paid by **CONTRACTOR** upon presentation of a bill.

General Terms

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.

ADDENDUM ACKNOWLEDGEMENT

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

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

Bidder Firm Name: _____

Address: _____

Title: _____

Phone #: _____

FAX No.: _____

CONFLICT OF INTEREST DISCLOSURE FORM

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

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

YES _____

NO _____

NAME(S)

POSITION(S)

FIRM NAME: _____

BY (PRINTED): _____

BY (SIGNATURE): _____

TITLE: _____

ADDRESS: _____

PHONE NO. _____

E-MAIL _____

REFERENCE DATA SHEET

NAME OF CUSTOMER
ADDRESS
PHONE NUMBER
PERSON TO CONTACT

NAME OF CUSTOMER
ADDRESS
PHONE NUMBER
PERSON TO CONTACT

NAME OF CUSTOMER
ADDRESS
PHONE NUMBER
PERSON TO CONTACT

NAME OF CUSTOMER
ADDRESS
PHONE NUMBER
PERSON TO CONTACT

NAME OF CUSTOMER
ADDRESS
PHONE NUMBER
PERSON TO CONTACT

COMPANY DATA

Physical Address & Phone #: _____

Bidder's Company Name: _____

Physical Address: _____

Contact Person
(Typed – Printed): _____

Phone #: _____

Cellular #: _____

Federal ID # or SS #: _____

Contractor's License #: _____

Fax #: _____

Emergency #'s After Hours,
Weekends & Holidays: _____

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: _____

E-MAIL: _____

PHONE NO.: _____

NO CONTACT CLAUSE

The Board has established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, 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 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, 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 Manager or his appointed representative. It shall be the Purchasing Manager's decision whether to consider this information in the decision process.

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

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

I _____ representing _____
Signature Company Name

On this _____ day of _____, 2014 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.

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.

Proposer'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

LOCAL PREFERENCE DATA SHEET

Okaloosa County grants a preference to in-county bidders only when bids are received from firms located in states, 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 the out-of-county 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 and all bids from that firm will be rejected.

Does the state, county, municipality or political subdivision in which your firm is located offer a preference to their local bidders? If "YES," list below the extent of such preference. (If your firm is located in Okaloosa County, you will check "YES"-reciprocal only.)

YES _____

NO _____

If yes, you must identify how you confirmed this information or who you spoke with within your area of business location below:

Bidder's Company Name

Authorized Signature – Manual

Printed Name

Date

NOTICE TO PROCEED

DATE: _____

TO:

PROJECT: _____

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2014, 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: _____
Zan Fedorak

TITLE: **Purchasing Services Manager**

ACCEPTANCE OF NOTICE

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

Company Name

This the _____ day of _____, 2014

Signature

By: _____
Type or Print Name

Title: _____

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 Proposers.

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** Certificates of Insurance within fifteen (15) calendar days from the date of this notice to you.

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 _____, 2014.

OWNER – OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____ TITLE _____
Zan Fedorak Purchasing Services Manager

ACCEPTANCE OF NOTICE

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

BY: _____

This the _____ day of _____, 2014.

BY: _____

Title: _____

CONTRACT

This agreement, executed in Crestview, Florida this _____ day of _____, 2014 between the County of Okaloosa, Florida, the Owner, hereinafter called the Party of the First Part, and _____ or **its** successors, executors, administrators and assigns, hereinafter called the Party of the Second Part.

WITNESSETH:

That for and in consideration of payments, hereinafter mentioned, to be made by the Party of the First Part, the Party of the Second Part agrees to furnish all equipment, machinery, tools and labor; required to be furnished and to do and perform all work **related to providing an Employee Assistance Program (EAP) for the Okaloosa County Board of County Commissioners as per attached Bid #HR 39-14** in strict conformity with the provisions of this Contract, the Notice to Contractors, the Specifications and the Plans approved by the Owner. The said Plans, Specifications, the Notice to Contractors, and the Proposal are hereby made a part of this agreement as fully and to the same effect as if the same had been set forth at length in the body of this agreement.

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

The Contractor shall be prepared to begin work to be performed under the contract as he set forth in his proposal, but will not proceed until he receives official notice to begin.

This contract will be in effect beginning _____ upon completion of signatures by both parties, and will run through _____. This contract may be renewed for two (2) additional one-year periods if in agreement by both parties.

REPRESENTATIVES: The authorized representative of the County shall be:

Kay Godwin, Human Resources Director
601-B North Pearl St.
Crestview FL 32536
850-689-5870
E-Mail: kgodwin@co.okaloosa.fl.us

The authorized representative for _____ shall be:

E-Mail: _____

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

Joanne Kublik
Contracts & Leases Coordinator
Okaloosa County Purchasing Department
602-C North Pearl Street
Crestview, FL 32536
850-689-5960 / 850-689-5998 (FAX)
E-Mail: jkublik@co.okaloosa.fl.us

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

WITNESS:

CONTRACTOR

BY _____

TITLE

**STATE OF FLORIDA
COUNTY OF OKALOOSA**

This contract is accepted this _____ day of _____ 2014 and is effective on the _____ day of _____ 2014.

WITNESS

COUNTY OF OKALOOSA, FLORIDA

Don W. Howard
Deputy Clerk of Court

BY _____
Charles K. Windes, Jr., Chairman

BID SHEET

BID # **HR 39-14**

BID ITEM: **EMPLOYEE ASSISTANCE PROGRAM (EAP) SERVICES**

DATE: _____

1A. Cost per visit (5 points)	
1B. Cost per employee (5 points)	
2. Client Services Yes or No (15 points)	
3. Emergency Service (State hours of availability) (15 points)	
4. Provisions North & South Yes or No (15 points)	
5. Quarterly Reports Yes or No (5 points)	
6. Limited Info Yes or No (10 points)	
7. Training (10 points)	
8. Development Materials (5 points)	
9. Crisis Debriefing Yes or No (15 points)	
10. Licensed Qualified Staff Yes or No (15 points)	
11. Commitment to Timely Services Yes or No (15 points)	
12. References (5 points)	

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

Bidder's Company Name

Authorized Signature – Manual

Authorized Signature – Typed

Address

Title

Phone #

Fax #

Federal ID # or SS #