

**MISDEMEANOR PROBATION SERVICES  
FOR  
OKALOOSA COUNTY, FLORIDA**



**PROPOSAL # JUD 05-14**

**PROPOSAL CLOSES: October 25, 2013 @ 4:00 P.M.**

**REQUEST FOR PROPOSAL  
FOR MISDEMEANOR PROBATION SERVICES  
FOR OKALOOSA COUNTY, FLORIDA**

The Okaloosa County Board of County Commissioners under the provisions of Section 287.055, Florida Statutes and County policy, request proposals from professional firms to provide Misdemeanor Probation Services for the Okaloosa County Judicial Systems.

Guidelines detailing form and content requirements for the Request for Proposal are available by contacting Richard Brannon, Purchasing Director, 602-C North Pearl St., Crestview FL 32536; 850-689-5960, or they may be downloaded from our website at [www.co.okaloosa.fl.us](http://www.co.okaloosa.fl.us) (Department, Purchasing, Vendor Registration & Opportunities); this links you to the Florida Panhandle Purchasing Group website where our proposal specifications will now be posted.

Proposals must be delivered to the Okaloosa County Purchasing Department at the address below no later than **4:00 p.m., (CST), October 25, 2013** in order to be considered.

All proposals must be in sealed envelopes reflecting on the outside thereof "Proposal for Misdemeanor Probation Services for the Okaloosa County Judicial Systems."

All proposals should be addressed as follows:

Okaloosa County Purchasing Department  
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

**MISDEMEANOR PROBATION SERVICES  
FOR OKALOOSA COUNTY, FLORIDA**

**A. QUALIFICATIONS OF PROPOSERS**

**COMPANY BACKGROUND** – The selected contractor must be financially solvent and have a track record of providing high quality services with a high grade of customer satisfaction. State the form of ownership and the number of years the proposer has been in business under current name; state previous company name, if applicable. Provide the names of proposer’s chief officers, Board of Directors if a corporation (profit or not for profit) as appropriate. State the year and state of incorporation. If a partnership, provide the names of the partners.

Provide all pertinent information relating to the proposer’s organization, qualifications of personnel, and capabilities to perform the Misdemeanor Probation Services required by this RFP. If any services will be subcontracted, the proposer shall submit a separate response for each subcontractor specifying the firm’s name and address, contact person, complete description of work to be subcontracted and descriptive information concerning subcontractor’s organization and abilities. Proposer shall also provide the following information about the proposer and any subcontractor.

1. Provide a detailed description of the proposer’s experience in the field of delivering Misdemeanor Probation Services and associated support functions especially in the State of Florida. Proposer shall list all past and present contracts, services provided, years(s) in which the services were provided, and the name and phone # of contact person (e.g. contract officer) and the name of the Chief Judge and/or Court Clerk for each current contract.
2. Identify all Misdemeanor Probation Services contracts terminated, the reasons for the termination, and the name and phone # of a contact person for the former contracting agency.
3. Proposer’s organization size and structure, and history of the company.
4. Qualifications and experience of key personnel who will be utilized to carry out the terms of the contract. At a minimum include educational background, certificates or licensure, management or supervisory experience and work experience.
5. Audited financial statements for the previous three (3) years, or for each of the years in operation if fewer than three (3) years.
6. A list of all indictments and/or convictions for violations of federal and/or state laws by the proposer or any present or former director or officer of the proposer.
7. Names, docket numbers, and courts for all lawsuits pending against the proposer, any of its officers, employees, contractors, or a governmental entity

with whom the proposer has a contract, in connection with the delivering of Misdemeanor Probation Services.

8. A list of lawsuits settled or lost in the past three (3) years by the proposer, the issues involved, and the settlement reached or judgment rendered.

**FINANCIAL STATUS** – The proposer must be stable and financially solvent. State if company is presently negotiating a sale, acquisition or merger which would alter the company's structure as stated above. Describe the relationship between the proposer and all subcontractors in the proposer's proposal, including the division of roles and responsibilities.

**B. MISDEMEANOR PROBATION SERVICES SCOPE OF WORK** – Proposals shall set forth the services and programs to be provided as required in the following subsections (1-15). Services to be provided must comply with all applicable federal, state and local laws, as well as any applicable court orders. When differences exist, the highest standards shall apply as determined by the County.

**1. Supervision Services** – The proposer shall describe its approach to ensuring a probationer complies with the conditions of the probation order. At a minimum, they should address frequency of contact, type and location of contact, interpretive services, method of electronic monitoring if appropriate, etc.

a. **Initial Intake & Counseling** – The proposer shall require an initial face-to-face contact with all probationers for counseling and supervision, unless waived by the sentencing Court, upon initiation of the probation. The proposer shall clearly explain all of the terms of the probation to the probationer in a manner that the probationer fully understands. The proposer shall conduct or complete the referral process for a substance abuse evaluation of the probationer within fifteen (15) days of the initiation of the probation, if ordered by the court. In cases where the probationer has been ordered not to have contact with a victim who shares the same residence, or when otherwise ordered by the court, the proposer shall verify the probationer's actual home address. The proposer shall verify the probationer's employment within the first thirty (30) days of the probation, unless specifically waived by the court.

b. **Supervision** – In addition to the initial intake and counseling session noted above, most probationers will then be required to report to the proposer's office once per month for the remainder of their probationary term. The court may alter the frequency of visits in individual cases. Attendance by the probationer at court ordered counseling sessions is in addition to required visits with the proposer.

c. **Electronic Monitoring** – The proposer shall describe if they plan to provide electronic monitoring and alcohol monitoring in house or if probationers will be referred to other service providers. This may be in

addition to the supervision noted above. Costs of electronic monitoring shall be borne by the probationers.

- d. **Urinalysis Testing** – The proposer will be required to provide urinalysis testing for probations. Information should be provided on the type of testing used, change of custody and cost to the probationers.
2. **Rehabilitation Services** – The proposer shall provide a list of rehabilitative, work incentive, and job placement services (e.g. anger management, shop lifting prevention, money management, substance abuse, driver improvement, domestic violence, parenting, etc.) with specific descriptions of treatments and outcomes, that will be offered to the probationer at no or minimal costs. If a cost is involved, the proposer shall identify the total cost of the service to the probationer.
3. **DUI School** – The proposer shall provide a description of how they plan to address the probationer's requirement of attending DUI School. If proposer is not a DUI school service provider, describe the plan to access other providers. If a cost is involved, the proposer shall identify the total cost of the service to the probationer.
4. **Impoundment of Vehicles** – The proposer shall provide a description of how they plan to address the statutory requirement of the impoundment of the probationer's vehicle. If a cost is involved, the proposer shall identify the total cost of the service to the DUI probationer.
5. **Diversion Programs** – The proposer will be required to provide program descriptions for a Pretrial Diversion Program and a Check Diversion Program. Proposer shall identify the total cost of the service to the probationer.
6. **Service Locations** – The proposer will be required to provide supervision services in the north and south end of the County. Describe the delivery of services at both locations.
7. **Staffing Levels** – The proposer shall provide a description of how they plan to staff the organization they will use to provide the services they are proposing. At a minimum this description shall address:
  - a. Total number of staff, position titles and descriptions, and anticipated ratio or probation officers to each County Judge.
  - b. Describe the procedures for assigning staff for each level of service. Include the staffing pattern for the North-end of the County (Crestview) and the South-end of the County. List the number and type of staff that is proposed to be assigned to handle each level of service.
  - c. Anticipated maximum staff caseload.

- d. Anticipated staff background and qualifications including any required certification or licensure.
- e. Staff in-service and out-service training program and who pays for it.
- f. Describe the salaries and benefits offered to the proposer's employee. Be specific in benefits and when an employee can expect each benefit (new hire vs. tenured employee).
- g. Describe the proposer's hiring process and any role they plan for the County Judges to have in this process.
- h. Describe how the proposer defines "an equivalent combination of education and relevant experience?" Be specific.
- i. Describe proposer's policy for issuance of employee bonuses. Describe the disclosure process to the court.

- 8. Technology** – The proposer shall describe the type of technology they plan to use in their office, in the field and in court to support their delivery of the proposed services. This description shall address not only what it is, but how they plan to use it. The proposer should list any specific hardware and software they currently use and plan to use here.
- 9. Collection Services** – the proposer shall describe any support it proposes to give to the Okaloosa County Clerk of court in the collection of fines, fees, court costs and restitution from offenders on misdemeanor probation. A detailed description of accounting, bookkeeping and remittance procedures to support the proposed collection support shall be provided. The proposer shall provide evidence of the success rate of its proposed collection support system if they have used it elsewhere. The proposer shall disclose if they envision the establishment of a Reserve Account. Describe the process for accessing the reserve account, disposition of the reserve and the amount expected to be set as reserve.
- 10. Change in Orders** – proposed orders of probation violation, probation modification, and early termination shall be prepared by the proposer and shall conform to a format adopted by the County Court.
- 11. Community Service Work** – The proposer shall describe how they plan to ensure the compliance of community service work. The proposer is not permitted to utilize the service of probationers to perform community service work to the benefit of the proposer.
- 12. Violation of Probation** – The proposer shall describe its proposed procedures and criteria for recommending revocation of an offender's probation. When a violation of any term of probation is alleged to have occurred, the proposer shall advise the sentencing court of the alleged violation(s) by sworn affidavit within fifteen (15) days of the occurrence. If the affidavit recommends revocation of a

probationer's probation, the affidavit must include the circumstances under which revocation is being recommended. In the event the proposer recommends termination of probation prior to the probationer having completed payment of restitution, fines, or court costs, without notifying the sentencing court that the conditions have not been completed, the proposer shall be responsible for the payment of any remaining restitution, fines, or costs unless waived, for good cause, by the sentencing court. In any case where the sentencing court's jurisdiction has been lost prior to all conditions of probation being satisfied by the probationer, the proposer shall transmit a copy of the case file to the judge if requested. The probation officer shall transmit with the case file a cover letter on proposer's letterhead outlining in detail the efforts made by that officer to seek compliance with the terms of probation.

### **13. Special Conditions**

1. The proposer shall follow up and enforce special conditions of probation, including, but not limited to;
  - a. Restitution
  - b. Fines and court costs
  - c. Evaluation and treatment programs
  - d. Community services
  - e. Cost of supervision fees
  - f. Procurement of licenses
2. The proposer shall place priority on payment of restitution. Waivers by the sentencing court of any special condition of probation shall be noted in the case file. Describe the procedures for the waiver of supervision fees, if applicable.

**14. Indigent Services** – The proposer shall describe its approach for providing its proposed services to offenders that have been declared indigent by the court. This description shall include how many probationers of this type they anticipate being assigned as well as how they expect to be compensated for provision of such services.

**15. American with Disability Act** – The proposer shall describe its approach for providing its proposed services in compliance with the American with Disability Act. The description shall include a plan for training the staff.

**16. Interpreters** – The proposer shall describe its approach for providing its proposed services to non-English speaking probationers and the deaf and hard of hearing probationers.

**17. Financial Process** - The proposer shall describe its approach to the collecting and processing of payments. The description shall include the collection process, receipting of the funds, depositing the funds and the disbursement process.

**18. Transition Plan** – The proposer shall thoroughly describe their transition plan from the current program to the proposer, if awarded the contract. This description shall include a detailed time line and action items. If the contract moves to another provider, the proposer must fully cooperate with the transition to a subsequent provider.

**C. MISDEMEANOR PROBATION SERVICES COST SUMMARY** – This section shall consist of a concise listing of all services to be provided, a fee for such services, and an anticipated funding source. Describe process to be used to determine fee increases and the role of the court in the process.

**D. REPORTING & COMMUNICATION WITH THE COURT** – This section shall consist of a description of the frequency and type of caseload and collection reports the proposer plans to submit to the court in addition to the statutory requirements (quarterly reports to the Chief Judge, County Court Judges and the County describing the payments received, services delivered, outcomes, offenders serviced etc. pursuant to 948.15, Florida Statutes). It will be necessary for the proposer to communicate with and meet with the judges on a routine bases to discuss the needs of the court as well as the unique issues of the offenders. It is the expectation of the court that the proposer will work with them in the development and implementation of innovative programs. Proposer shall describe their experience in this area and their willingness to work with the court.

**E. SUGGESTED CONTRACT TERMS & CONDITIONS**

1. The contract resulting from this RFP shall be subject to such terms and conditions as outlined in the remainder of this section. The proposer must certify agreement with these terms and conditions in their proposal. The proposer must state, in writing in the proposal any proposed changes or objections they have to any of these items. Objections to these terms and conditions may result in the proposal being declared non-responsive.
2. The term of the contract shall be for **3** years and shall run through September 30, 2016. The contract may be extended for an additional 3 years upon written agreement of both parties.
3. The proposer shall agree to provide all probation records upon termination of the contract to the County.
4. The proposer agrees all staff to provide Misdemeanor Probation Services shall meet the essential standards established by the American Correctional Association as of January 1, 1991.
5. The proposer agrees to comply with all aspects of section 948.15, Florida Statutes and the American Disabilities Act of 1990.



6. The proposer agrees to provide at least quarterly to the Chief Judge, County Court Judges, Court Administration and the County a report describing the payments received, services delivered, outcomes, offenders serviced etc. pursuant to 948.15, Florida Statutes.
7. The proposer agrees to notify the Chief Judge, County Court Judges, Court Administration and the County if there is any change of the ownership in the company. This shall include an organizational chart and a description of how the change will affect the contract.
8. The proposer agrees to make all its records available for inspection pursuant to section 948.15, Florida Statutes.

# GENERAL REQUIREMENTS

An original and five (5) copies of the proposal will be required with all copies having been signed by a company official with the power to bind the company in its proposal. All must be completely responsive to the Request for Proposal guidelines for consideration.

The content of the statement of proposal of the successful firms will become a basis for contractual negotiations.

The selected consultant shall be required to assume responsibility for all services offered in his proposal. The selected consultant will be the sole point of contact concerning contractual matters including payments of any charges resulting from the contract.

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

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.
2. **Business Credentials** – Provide a synopsis of the consultant's qualifications, include specific capabilities of the firm, brief history of the firm (1 page) and financial status (1 page).
3. **Registration** – State the State of Florida licensing/registration qualifications (if required) of the consultant's personnel and business office. Provide copies of same.
4. **Project Management Organization** – Describe the organizational structure that will be used to manage projects. The consultant must identify key personnel to be assigned to projects, and provide a resume of their qualifications, education and experience.
5. **References** – List up to five (5) references representative of related past experience to include, as a minimum, a contact person, company name, phone # and a brief description of the project.
6. **Additional Information & Comments** – The contents under this heading are left to the discretion of the consultant. Material must be pertinent to the proposal but not be otherwise requested in the Request for Proposal.
7. **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 proposal package.**

8. **Identical Tie Proposals** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which 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 proposer's convenience, this certification form is enclosed and is made a part of the proposal package.**

9. **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 negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other person 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.**

10. **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 of such verification to the COUNTY upon request.

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

11. **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.

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

Proposal Opening shall be public on the date and time specified on the proposal form. It is the proposer's 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 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 of 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** – A 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 submission criteria based upon qualifications and conduct discussions with those 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 certification as defined in Florida Statutes 287.055. Selection as best qualified will be based on the following considerations:
  - a. Responsiveness of the proposal clearly stating an understanding of the work to be performed for the County.
  - b. Firm's reputation and competence, including technical education and training, experience in probationary services, availability of adequate personnel, equipment and facilities, the extent of repeat business of the firm and, where applicable, the relationship of cost estimates by the firm to actual costs on previous projects.
  - c. Current workload.
  - d. Financial responsibility.
  - e. Past record of professional accomplishments.

- f. Familiarity with proposed project areas and understanding of the program to be undertaken.
  - g. Qualifications of personnel assigned to the program.
  - h. Experience with programs similar in size and scope to those herein proposed.
  - i. Firm's capability to meet schedules.
  - j. Willingness to meet time and budget requirements.
  - k. Geographic location of the firm, including permanent office of designing engineer and project management team.
  - l. Women and minority participation.
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 shall be based on the firm's capabilities, ability, and adequacy of personnel, past record, recent experience, current workload and location of the firm or individual.
  - c. The committee may request oral presentations from the vendors when establishing the recommended priority or short list.
3. Negotiations between the selection committee and the priority vendors (the vendors ranked highest on the Board approved short list) that will proceed as follows:
- a. Negotiations will be held with the first vendor on the priority list.
  - b. If no tentative agreement can be reached with the first vendor, then negotiations will commence with the second vendor on the short list.
  - c. If no tentative agreement can be reached with the second vendor, then negotiations will commence with the third vendor.
  - d. If no tentative agreement is reached with the third vendor, then the committee shall return to the Board to report such and recommend that a new short list be established from among the other proposals submitted. If for any reason said procedure is not feasible, the committee shall seek direction from the Board as to how to proceed further.
  - e. Okaloosa County reserves the right to negotiate contracts with one or more firms for these services.

4. 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 contracts.
5. Upon approval of the agreement by the Board, execution of a formal written agreement prior to commencement of the work associated with the contract.
6. Direct contact one-on-one with the committee members is not allowed. 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 and enter into formal negotiations with said firms. Firms will be notified of dates and times of any interviews.

**Proposal Opening** – Proposal Opening shall be public on the date and time specified on the proposal form. It is the proposer's 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, Florida is "**not a next day guaranteed delivery location**" by delivery services.

**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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals 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.

#### **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 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 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.

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

**Regulations & Ordinances** – The proposer is required to be familiar with all Federal, State and local laws, ordinances, code rules and regulations that may in any way affect the work. Ignorance on the part of the proposer shall in no way relieve proposer from responsibility.

**Disadvantaged Business Enterprises** – Okaloosa County has adopted policies that assure and encourage full participation of DBE's in the provision of goods and services. In addition, Federal participation in projects requires certain participation goals to which the County expects its consultants to adhere.

**Prohibition Against Contingent Fees** – Florida Statute 287.6.a. requires the following statement, duly signed and notarized, be included in each submittal:

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

**Drug Free Workplace Certificate** – Preference shall be given to business 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.



# 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:	_____
ADDRESS:	_____		(Typed or Printed)
	_____	TITLE:	_____
	_____	E-MAIL:	_____
PHONE NO.:	_____		

# 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 as 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.: \_\_\_\_\_

## **“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.

# 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**

# REFERENCE SHEET

Refer to Proposal Specification

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 \_\_\_\_\_

# LOCAL PREFERENCE DATA SHEET

Refer to Special Proposal Condition

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

YES \_\_\_\_\_

NO \_\_\_\_\_

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\_\_\_\_\_  
Proposer's Company Name

\_\_\_\_\_  
Authorized Signature – Manual

\_\_\_\_\_  
E-Mail

\_\_\_\_\_  
Authorized Signature – Typed

# 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 County of Okaloosa) 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 of Okaloosa 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 of Okaloosa 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 of Okaloosa 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 of Okaloosa, 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 of Okaloosa 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 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 subcontractual agreements which have been approved by the County of Okaloosa.
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 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 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 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.

**Limits of Liability** - The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
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. Personal and 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 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.

6. 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.

# CONTRACT

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

## WITNESSETH:

That for and in consideration of payments, hereinafter mentioned, to be made by the Party of the First Part, the Party of the Second Part agrees to furnish all equipment, machinery, tools and labor; to furnish and deliver all materials required to be furnished and delivered in and about the improvement and to do and perform all work **related to providing Misdemeanor Probation Services** in strict conformity with the provisions of this Contract, the Notice to Contractors, the Specifications 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 shall be in effect upon signatures by both parties and shall run through September 30, 2014. This contract may be renewed for an additional three (3) year period upon written agreement by both parties. This contract may be cancelled by either party by 90 day written notice.

**REPRESENTATIVES:** The authorized representative of the County shall be:

**Ms. Robin Wright, Trial Court Administrator**  
**1<sup>st</sup> Circuit**  
**190 Government Center**  
**Pensacola FL 32502**  
**850-595-4400**  
E-Mail: [robin.wright@flcourts1.gov](mailto:robin.wright@flcourts1.gov)

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:

Jack Allen  
Contracts & Leases  
Okaloosa County Purchasing Department  
602-C North Pearl Street  
Crestview, FL 32536  
850-689-5960 / 850-689-5998 (FAX)  
E-Mail: [jallen@co.okaloosa.fl.us](mailto:jallen@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 \_\_\_\_\_ 2013 and is effective on the \_\_\_\_\_ day of \_\_\_\_\_ 2013.

**ATTEST:**

**COUNTY OF OKALOOSA, FLORIDA**

\_\_\_\_\_  
Gary Stanford  
Deputy Clerk of Court

**BY** \_\_\_\_\_  
Don Amunds, Chairman

