

**REQUEST FOR QUALIFICATIONS FOR CONSTRUCTION
ADMINISTRATION AND INSPECTION SERVICES ON THE
AIRCRAFT RESCUE AND FIRE FIGHTING (ARFF) STATION
DEVELOPMENT LOCATED ON EGLIN AIR FORCE BASE, FL**



RFQ #: AP 50-14

RFQ DUE: MAY 30, 2014 @ 4:00 P.M.

NOTICE TO PROPOSERS
AP 50-14
REQUEST FOR QUALIFICATIONS FOR CONSTRUCTION ADMINISTRATION AND
INSPECTION SERVICES ON THE AIRCRAFT RESCUE AND FIRE FIGHTING (ARFF)
STATION DEVELOPMENT LOCATED ON EGLIN AIR FORCE BASE, FL

The Okaloosa County Board of County Commissioners under the provisions of Section 287.055, Florida Statutes and County policy, request qualifications from agencies for **“Construction Administration and Inspection Services on the Aircraft Rescue and Fire Fighting (ARFF) Station Development located on Eglin Air Force Base, FL.”**

Agencies desiring consideration should provide an original and six (6) copies of their Request for Qualifications (RFQ) with the agency’s areas of expertise identified. Submissions should be portrait orientation, unbound, and 8 ½” x 11” where practical. Guidelines detailing form and content requirements for the statement of qualifications are available by contacting Okaloosa County Purchasing Department, 602-C North Pearl St., Crestview, FL 32536, 850-689-5960, or download them from our website at http://www.co.okaloosa.fl.us/dept_purchasing.html.

Submittals must be delivered to the Okaloosa County Purchasing Department at the address below no later than **4:00 p.m., May 30, 2014** in order to be considered. All submittals received after the stated time and date will be returned unopened and will not be considered. **NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services.** Proposers using mail or delivery services assume all risks of late or non-delivery.

All submittals must be in sealed envelopes reflecting on the outside thereof **“Construction Administration and Inspection Services on the Aircraft Rescue and Fire Fighting (ARFF) Station Development located on Eglin Air Force Base, FL.”** Failure to mark outside of envelope as set forth herein shall result in the submittal not being considered.

The County reserves the right to award to the firm submitting a responsive proposal with a resulting negotiated agreement that is most advantageous and in the best interest of Okaloosa County, and to waive any irregularity or technicality in proposals received. Okaloosa County shall be the sole judge of the proposal and the resulting negotiating agreement that is in its best interest and its decision will be final.

All submittals should be addressed as follows:

Okaloosa County Purchasing Department
602-C North Pearl St
Crestview, FL 32536

Zan Fedorak
Purchasing Manager

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FL

Charles K. Windes, Jr.
Chairman

Deputy Clerk

SCOPE OF WORK

INTRODUCTION– The Okaloosa County Board of County Commissioners is soliciting Statements of Qualifications from interested firms detailing their technical and financial qualifications to design a new **Aircraft Rescue and Fire Fighting (ARFF) Station located on Eglin Air Force Base, FL.**

Okaloosa County plans to retain professional architect/engineer (A/E) services to administer and inspect third-party construction of the Aircraft Rescue & Firefighting (ARFF) Station at Eglin Air Force Base.

The scope of professional services includes, but is not limited to, the following:

1. Administration of construction contract with selected general contractor to include weekly progress meetings, quarterly reports, site visits, review of submittals, review of contractor pay applications, clarification of construction documents, preparation of change orders, and other administrative items as needed;
2. Coordination with regulatory agencies;
3. Coordination with Eglin Air Force Base regarding utilities furnished and installed by Eglin Air Force Base;
4. Full-time inspection of the construction work to include coordination of material acceptance testing, verification of completed quantities, reviews of construction schedule; and
5. As-built surveying and material acceptance testing.

Consultant's qualification submissions are limited to no more than 20 pages.

Consultant's proposal shall demonstrate ability to coordinate with Eglin Air Force Base Civil Engineering Squadron and Eglin Air Force Base Fire Department.

Consultant shall also demonstrate thorough knowledge of FAA AC 150/5210-15A *Aircraft Rescue and Firefighting Station Building Design*, International Building Code 2009, National Electric Code 2008, and National Fire Protection Association standards.

Consultant shall be required to comply with Okaloosa County DBE goals and federal and state grant assurances.

The new building shall comply with all Federal, State and local codes including, but not limited to building construction and stormwater management requirements.

An elevator meeting all current ADA compliance criteria is to be included.

A Building Safety System, including the fire sprinkler system and Fire Alarm System shall be required in accordance with all applicable local, state and federal codes and regulations.

The new building shall be ADA compliant.

All necessary internal and external signage is to be included in the design.

The successful proposer will be responsible for field measurements of the proposed site and analyze space for layout, utilization and any limitations.

The successful proposer will be required to meet with designated Okaloosa County Airports and Eglin Air Force Base representatives to determine the space, size and use requirements.

REQUESTED SERVICES – Following selection of a design firm, that firm shall work with Okaloosa County to develop a new Aircraft Rescue & Firefighting (ARFF) Station that will serve the needs of the Okaloosa County Airports and Eglin Air Force Base. Improvements contemplated with this contract will include site and building improvements.

The selected firm shall have sole responsibility for compliance with all applicable local, state and federal codes and design requirements.

OWNERSHIP & USE OF DOCUMENTS – The design services required for the completion of the work constitute a work for hire. All rights to intellectual property in any documents, drawings, specifications and electronic data generated in the course of providing such service are the property of the Owner. The Owner agrees that drawings, specifications, and electronic data shall be not used for any other project but shall be available for use by the Owner for future additions, alterations and remodeling to any structure that is subject to this project. The Design Firm and other providers of professional services shall be permitted to retain copies of the drawings, specifications and electronic data for informational purposes and reference in connection with the Owner's use and occupancy of the project. The Design Firm shall not use the drawings, specifications or electronic data for any other projects, except by Owner's prior written approval. The Design Firm and other providers of professional services on this project shall not be held liable for any changes or modifications to the drawings and specifications made by the Owner after termination of this agreement.

After successful completion of this agreement, the Owner shall retain possession of the drawings and specifications as provided herein and shall be entitled to use of the drawings, specifications, and electronic data furnished by the Design Firm without the written permission of the Design Firm.

EVALUATION/SELECTION OF PROPOSALS – A Selection Review Committee appointed by the Board of County Commissioners 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 certificate 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 similar type projects, availability of adequate personnel, equipment and facilities and the extent of repeat business of the firm.
 - c. Current workload.
 - d. Financial responsibility.
 - e. Ability to observe and advise whether plans and specifications are being complied with.
 - f. Past record of professional accomplishments.
 - g. Previous experience with Okaloosa County Board of County Commissioners.
 - h. Familiarity with the proposed project area.
 - i. Qualifications of personnel assigned to the program.
 - j. Experience with programs similar in size and scope to those herein proposed.
 - k. Firm's capability to meet schedules.
 - l. Willingness to meet time and budget requirements.
 - m. Geographic location of the firm, including permanent office of staff and project management team.
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 as provided in the submittal.
 - c. The Selection Committee may call for presentations by the top ranks firms.

3. Negotiations between the Selection Committee, or the Committee Designee, and the priority proposers (the proposers ranked highest on the Board approved ranking list) that will proceed as follows:
 - a. Negotiations will be held with the highest ranked proposer.
 - b. If no agreement can be reached with the highest ranked proposer, then negotiations will commence with the 2nd highest ranked proposer.
 - c. If no agreement can be reached with the 2nd highest ranked proposer, then negotiations will commence with the 3rd highest ranked proposer.
 - d. If no agreement is reached with the 3rd highest ranked proposer, then the Committee shall return to the Board to report such and recommend that a new ranking 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.
4. Presentation of the 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 or the Board of County Commissioners is not allowed. Selection will be on the basis of professional qualifications and experience. **Failure to comply with this requirement can result in disqualification.**
 - 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 – Names of firms that submit a qualifications proposal on or before the date specified herein shall be available to the public once the submittal deadline has passed. 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.

SPECIAL CONDITIONS

1. **Applicable Laws and Regulations** - The proposers 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 proposal throughout, and they will be deemed to be included in the contract the same as though they are written out in full herein. Special attention shall be applied to ensure that the building and all modifications to it are compliant with the current ADA codes.
2. **Review of Job Site** – for technical information or to see the project site, contact Tracy Stage, Okaloosa County Airports, 850-651-7160; 8:00a.m. – 5:00p.m., Monday – Friday.
3. **Proposal Information** - Questions concerning proposal 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 proposers. Verbal information obtained otherwise will not be considered in awarding of the proposal.
4. **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 Services Manager to emphasize this condition to potential proposers.
 - B. There is no obligation on the part of the County to award the proposal to the lowest proposer, and the County reserves the right to award the proposal to proposer submitting a responsive proposal with a resulting negotiated agreement which is most advantageous and in the best interest of Okaloosa county, and to reject any and all proposals or to waive any irregularity or technicality in proposals received. Okaloosa County shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.
 - C. The Board of County Commissioners reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgment will best serve the interest of the County.
 - D. The Board of County Commissioners specifically reserves the right to reject any conditional proposal and will normally reject those that made it impossible to determine the true amount of the proposal.

7. **Disqualification of Proposers** - Any of the following reasons may be considered as sufficient for the disqualification of a proposer and the rejection of his proposal or proposals:
 - A. More than one proposal for the same work from an individual, firm or corporation under the same or different name.
 - B. Evidence that the proposer has a financial interest in the firm of another proposer for the same work.
 - C. Evidence of collusion among proposers. Participants in such collusion will receive no recognition as proposers for any future work of the County until such participant shall have been reinstated as a qualified proposer.
 - D. Uncompleted work 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 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.
8. **Conditional and Incomplete Proposals** - The Board of County Commissioners specifically reserves the right to reject any conditional proposal and will normally reject those that make it impossible to determine the true amount of the proposal.
9. **Investigation of Proposer** - The owner may make such investigations as he deems necessary to determine the stability of the Proposer to perform the work and that there is no conflict of interest as it relates to the project. The proposer shall furnish to the owner any additional information and financial data for the purpose as the owner may request. The data shall include a detailed and up-to-date list of plant equipment and materials which proposer proposes to use, indicating which portions he already possesses and a detailed description of the method and program or work to be done.
10. **Preparation of Proposals** - Proposals 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 proposal

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 proposals.

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

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

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

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

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

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

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

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

14. **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.

15. **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.
16. **Proposal Opening Information** - 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.
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 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 the award.
Note: For proposer’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 Director.
- 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

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 proposal 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.

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

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), 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 _____

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED PROPOER 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.: _____

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