

**REQUEST FOR PROPOSALS
FOR
RESTORE ACT MANAGEMENT CONSULTING
SERVICES FOR THE OKALOOSA COUNTY BOARD
OF COUNTY COMMISSIONERS**



RFP #: BCC 19-13

RFP DUE: APRIL 19, 2013 @ 4:00 P.M.

**THE INTENT OF THIS RFP IS TO OBTAIN PROPOSALS TO PROVIDE ASSISTANCE WITH RESTORE
ACT FUNDING AND PROJECT MANAGEMENT CONSULTING SERVICES**

REQUEST FOR PROPOSALS TO PROVIDE MANAGEMENT CONSULTING SERVICES RELATED TO RESTORE ACT FUNDING AND PROJECTS

The Okaloosa County Board of County Commissioners, under the provisions of Section 287.055, Florida Statutes, and Board policy request professional firms to provide Management Consulting Services Related to Restore Act Funding and Projects.

Firms desiring consideration should provide an original and six (6) copies of their proposal. Copies of the RFP may be obtained from the Okaloosa County Purchasing Department, 850-689-5960, or by downloading them from our website at www.co.okaloosa.fl.us (Departments, Purchasing, Vendor Registration & Opportunities).

Proposals must be delivered to the Okaloosa County Purchasing Department at the address listed below no later than **4:00 p.m., (CST) April 19, 2013 in order to be considered.**

All proposals must be in sealed envelopes reflecting on the outside **“Proposal to provide Management Consulting Services Related to Restore Act Funding and Projects.”**

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

//Signed// _____
Richard L. Brannon
Purchasing Director

03/22/2013
Date

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY

Don Amunds
Chairman

SECTION 1 – PURPOSE

The purpose of this Request for Proposal is to enter into a contract with a consulting firm to provide assistance to the Okaloosa County Board of County Commissioners (the County) related to developing the Multi-Year Plan required by the RESTORE Act to include milestones, projected completion of each activity, and a mechanism to evaluate the success of each activity in helping to restore and protect the Gulf Coast region impacted by the Deepwater Horizon oil spill. Such Multi-Year Plan must include the following factors (per the RESTORE Act):

1. Agree to meet such conditions, including auditing requirements, as the secretary of the Treasury determines necessary to ensure that amounts dispersed from the Trust Fund will be used in accordance with the RESTORE Act.
2. Certify in such form and manner the Secretary of the Treasury determines necessary that the project or program for which the County is requesting funds will meet one or more of the following criteria:
 - a. Is designed to restore and protect the natural resources, ecosystems, fisheries, marine and wildlife habitats, beaches, coastal wetlands, or economy of the Gulf Coast;
 - b. Carries out one or more of the activities described in clauses (i) and (ii) of subparagraph B of the RESTORE Act as follows:
 - 1) Restoration and protection of the natural resources, ecosystems, fisheries, marine and wildlife habitats, beaches, and natural resources, ecosystems, fisheries, marine & wildlife habitats, beaches, and coastal wetlands of the Gulf Coast region;
 - 2) Mitigation of damage to fish, wildlife, and natural resources;
 - 3) Implementation of a federally approved marine, coastal, or comprehensive conservation management plan, including fisheries monitoring;
 - 4) Workforce development and job creation;
 - 5) Improvements to or on State parks located in coastal areas affected by the Deepwater Horizon oil spill;
 - 6) Infrastructure projects benefiting the economy or ecological resources;
 - 7) Coastal flood protection and related infrastructure;
 - 8) Planning assistance;
 - 9) Administrative costs of complying with this subsection;
 - 10) Activities to promote tourism and seafood in the Gulf Coast Region, i.e., promotion of tourism to include recreational fishing and/or

promotion of the consumption of seafood harvested from the Gulf Coast Region.

3. Was selected based on the meaningful input from the public, including broad-based participation from individuals, businesses, and nonprofit organizations.
4. In the case of a natural resource protection or restoration project, is based on the best available science.
5. In addition, the project or program and the awarding of a contract for the expenditure of amounts received from the RESTORE Act are consistent with the standard procurement rules, applicable competitive bidding and audit requirements.

The County Multi-Year Plan should also address procedures for funds flow and accountability to include receipt and disbursement of funds, documentation of expenditures, compliance with audits, and compliance with U. S. Dept. of Treasury criteria.

The selected consultant will report to the County Administrator and work closely with the County's RESTORE Act Coordinator and with the Okaloosa RESTORE Advisory Committee (ORAC) in developing the Multi-Year Plan. The County is in process of creating the ORAC which will consist of citizen members empanelled by the Board of County Commissioners to assist with the development of the Multi-Year Plan. The ORAC will strive to evaluate project submittals, provide rankings or prioritizations, and make recommendations to the Board for project submission to U. S. Treasury. The consultant may continue throughout the ORAC's evaluation of projects to facilitate the process and to ensure consistency in their application of the Board's approved plan.

The select consultant shall:

1. Establish and maintain contact with Federal agencies as necessary to ensure Federal rules and guidelines listed in the RESTORE Act of 2012 are used in developing the Multi-Year Plan.
2. Provide weekly written progress reports to the County Administrator and the County RESTORE Act Coordinator outlining activities performed and pending issues that may require action by the Board of County Commissioners, or that impact the County and its funding posture with regard to the Deepwater Horizon oil spill.
3. Attend County Board meetings as necessary to provide information to the Board.
4. Attend meetings with County Staff and ORAC as necessary for development of the Multi-Year Plan.
5. Travel to Okaloosa County as necessary to meet with staff and the Board and the ORAC in the development, review, and follow-up of Deepwater Horizon oil spill and RESTORE Act issues.

Proposers must identify the number of trips allowed under the resulting agreement and outline costs for additional trips if required.

6. Demonstrate a keen understanding of RESTORE Act planning and implementation criteria as stated above under Purpose, demonstrate an understanding of County priorities, policy objectives, project merits, and supporting data.
7. Investigate all sources of funds related to the Deepwater Horizon oil spill, whether civil fines or criminal penalties, and the processes for application for funding and disbursements (Detail your familiarity of eligible funding sources).
8. Assist the County on the development of its Multi-Year Plan. The County will appoint a committee (ORAC) to evaluate and prioritize projects. The consultant will work closely with this committee to develop strong proposals. Planning will include assistance with the development of formats for project submission and evaluation. **(Address how you will handle this in your proposal).**
9. Manage the Process: The selected consultant may be required to represent the County when the County Multi-Year Plan is presented to the Federal agency(ies) and potentially other agencies who must approve or coordinate on the Multi-Year Plan. **(Please address this in your proposal).**
10. Cost/Budget: All proposals must list an annual fee **(See Bid Sheet)** and a summary of your fee schedule **(Hourly rates)**.
11. Each proposer must disclose whether they have contracted with or have submitted proposals to contract with any other Florida counties on RESTORE Act issues. **(Please list each individual county and whether you have been selected for a contract or whether there is a proposal submitted).**
12. Term: The County will enter into a one (1) year contract with the successful consultant. The County will reserve the right to cancel with sixty (60) day advance notice for failure to provide successful results, or in the event funding is exhausted and services are no longer required. The contract may be renewed for two (2) additional one (1) year periods if agreed to by both parties.
13. The successful consultant will be qualified in multiple disciplines (engineering, environmental, economic, etc.) and must work at the direction of the County Administrator or RESTORE Act Coordinator in the development of the Multi-Year Plan (5 years minimum), and assist the RESTORE Act Coordinator and the ORAC in their evaluation process when projects begin the critiquing process.

SPECIAL CONDITIONS

1. **Applicable Laws & Regulations** – The proposers attention is directed to the fact that all applicable state laws, county 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 as if they are included.
2. **Indemnification & Hold Harmless** – Each proposer must submit an executed sworn certification that they will comply with the Hold Harmless Clause in accordance with the provisions of Florida Statutes, Section 725.06.

To the fullest extent permitted by law, Proposer shall indemnify and hold harmless the COUNTY, its officers and employees from liabilities, damages, losses, and costs including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Proposer and other persons employed or utilized by the Proposer 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.

3. **Conflict of Interest** - 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 divisions.

Furthermore, any person required to make a disclosure pursuant to the above 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 their own, 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.

4. **Public Entity Crime Information** - A person or affiliate who has been placed on the Convicted Vendor List, Suspended Vendor List, Discriminatory Vendor List (found online at www.dms.myflorida.com), or Federal Excluded Parties List (found online at www.sam.gov) 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.
5. **Investigation of Proposer** – The County may make such investigations, as it deems necessary, to determine the ability of the consultant to perform the work and that there is

no conflict of interest as it relates to the projects. The consultant shall furnish to the Owner any additional information and financial data for this purpose as the County requests.

6. **The Contract Documents** – The contract documents consist of the proposal documents, technical specifications, the consultants proposal, addenda issued prior to execution of the agreement, other documents specifically incorporated by reference in the contract documents, and modifications issued after execution of the agreement. A modification is:
 1. A written amendment to the contract signed by both parties;
 2. A written change order, signed by both parties.

7. **Miscellaneous Provisions** – The agreement will be executed and delivered in the State of Florida and all disputes arising hereunder shall be governed by and interpreted in accordance with the laws of the State of Florida. Venue for all purposes shall be exclusively in Okaloosa County, Florida. The proposer's attention is directed to the fact that all applicable laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the proposal throughout, and they will be deemed to be included in the contract the same as though they were written out in full herein.

This agreement and the related contract documents may be modified or amended only by written instrument, signed by both parties. In the event any term or provision of this agreement or the related contract documents shall to any extent be held to be illegal, invalid, unenforceable, or non-operative as a matter of law, the remaining terms and provisions of this agreement shall not be affected thereby, but each such term and provision shall be valid and shall remain in full force and effect.

8. **Conditional & Incomplete Proposals** – The Board of County Commissioners specifically reserves the right to reject any conditional proposal and will reject those that make it impossible to determine the true amount of the proposal.
9. **Reorganization & Bankruptcy Proceedings** – Proposals will not be considered from vendors who are currently involved in official financial reorganization or bankruptcy proceedings.
10. **Right to Waive and Reject -**

- A. The Board, in its absolute discretion, may reject any proposal 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 to perform a prior contract in a satisfactory manner.
- B. The County reserves the right to award the proposal to the 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. The Board of County Commissioners shall be the sole judge of the proposals and the resulting negotiated agreement that is in the best interest of the County 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.

11. **Disqualification of Proposers** - Any of the following reasons may be considered as sufficient for the disqualification of a proposer and the rejection of their proposal or proposals:
 - A. More than one proposal for the same work from an individual, firm or company 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. Incomplete 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 inviting proposals.
 - F. Default under previous contract.
12. **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 amount extended and totaled. In case of any discrepancy between the written amount and the figures, the written amounts shall govern. Any proposals may be rejected that contain 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 or published notice inviting proposals.
14. **Regulation & Ordinances** – The proposer is required to be familiar with all Federal, State, and Local Laws, Ordinances, Codes, 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.
15. **Prohibition Against Contingent Fees** – Florida Statute 287.055(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.”
16. **Protection of Resident Workers** – The Okaloosa County Board of County Commissioners actively supports the Immigration & Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, 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 Verification. 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 these requirements.

Proposers 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 & Verification System to confirm eligibility of all employees to work in the United States.

17. **POLICY ON “NO CONTACT CLAUSE”**

The Okaloosa County Board of County Commissioners has established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal Request for Proposals, and Requests for Qualifications) issued by the Board through the County Purchasing Department.

The period commences on the date the proposals are due 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 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 proposals 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.

18. **Evaluation & Selection** – A Selection Review Committee appointed by the Board of County Commissioners will evaluate all submittals received and:

1. Prepare an alphabetical listing of the firms determined to be interested and available. Evaluate the responses meeting minimum submissions criteria based upon qualifications and conduct discussions with those firms deemed to be the most highly qualified to provide the services required. Selection as best qualified will be based on the following considerations:
 - a. Responsiveness of the submittal and understanding of the project.
 - b. Firm's availability of adequate personnel, equipment and facilities.
 - c. Geographic location of the firm.
 - d. Familiarity with the project requirements.
 - e. Similar project experience in size and scope to that herein proposed.
 - f. Business credentials and qualifications of proposed personnel.
 - g. Firm's capability to meet contract schedule.
 - h. Cost.
2. Review all proposals received will proceed as follows:
 - a. The selection committee will review all documents submitted.
 - b. The committee's ranking of prospective firms shall be based on the evaluation criteria listed in No. 1 above as provided in the submittal.
3. Negotiations between the selection committee, or the committee designee, and the top firm (or firms) ranked highest on the Board approved short list will proceed as follows:
 - a. Negotiations will be held with the first firm on the priority list.
 - b. If no tentative agreement can be reached with the first firm, then negotiations will commence with the second firm on the short list.
 - c. If no tentative agreement can be reached with the second firm, then negotiations will commence with the third firm.
 - d. If no tentative agreement is reached with the third firm, then the committee shall return to the Board to report such and recommend that a new short list be established from among the other responses received. 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 tentative contract agreement by the selection committee to the Board for approval. The Executive Summary shall inform the Board as to the terms, conditions, and costs associated with the contract.

5. Upon approval of the contract agreement by the Board, a formal written contract agreement will be executed prior to commencement of the work associated with the contract.
 - a. The selection review committee will evaluate and rank all responses meeting the requirements herein and enter into formal negotiations with selected firms. Firms will be notified of dates and times of any interviews once final selection has been made. **(Presentations may be required)**.

19. **Submittal Opening** – Names of firms that submit a response on or before the deadline specified herein shall be available to the public once the submittal deadline has passed. It is the firm's responsibility to ensure that their response 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.

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 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 Commercial General 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 Commercial General Liability insurance against all other Bodily Injury, Property Damage, and Personal and Advertising Injury exposures. The coverage shall include both On-and Off-Premises Operations, Contractual Liability, Board Form Property Damage, and Professional Liability.
3. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claim-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the **CONTRACTOR** shall notify the County representative in writing. The **CONTRACTOR** shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
4. Commercial General Liability coverage shall be endorsed to include the following:
 - 1.) Premises – Operation Liability
 - 2.) Occurrence Bodily Injury and Property Damage Liability

- 3.) Independent Contractor's Liability
 - 4.) 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>
A.	Worker's Compensation	
	1.) State	Statutory
	2.) Employer's Liability	\$1,000,000 each accident
B.	Business Automobile & Commercial General Liability Insurance	\$1,000,000 each occurrence (A combined single limit)
C.	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. 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 & Hold Harmless

To the fullest extent permitted by law, **CONTRACTOR** shall indemnify and hold harmless the COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the **CONTRACTOR** and other persons employed or utilized by the **CONTRACTOR** in the performance of this contract.

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. The County reserves the right to approve or reject all deductible/SIR above \$10,000.
- 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. 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.
- F. 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.
- G. 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.

COMPANY DATA

Physical Address & Phone #: _____

Proposer's Company Name: _____

Physical Address: _____

Contact Person (Typed-Printed): _____

Phone #: _____

Cell #: _____

Federal ID or SS #: _____

Proposer's License #: _____

Fax #: _____

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

LIST OF REFERENCES

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 _____

ADDENDUM ACKNOWLEDGEMENT

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

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

Bidder Firm Name: _____

Address: _____

Title: _____

Phone #: _____

FAX No.: _____

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all 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 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, 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 Florida Statute 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.: _____

LIST OF REPRESENTATIVES

CONTRACT ADMINISTRATOR:

Jack Allen, Manager Purchasing Services
Okaloosa County Purchasing
602-C North Pearl St.
Crestview FL 32536
850-689-5960 / 850-689-5998 (F)

CONTRACTOR'S REPRESENTATIVE:

LIST OF SUBCONTRACTORS

The PROPOSER expressly agrees that:

1. If awarded the contract as a result of the proposal, the subcontractors used in the execution of the work will be those listed below.
2. The following list includes all subcontractors who will perform work on this project.
3. The subcontractors listed below are financially responsible and are qualified to do the work required.
4. Use of any of the subcontractors is subject to the approval of the County and Engineer.

CATEGORY	NAME OF SUBCONTRACTOR	ADDRESS

CONTRACTOR'S NAME

AUTHORIZED SIGNATURE

TITLE

LOCAL PREFERENCE DATA SHEET

Refer to Special Bid Condition

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

YES _____

NO _____

Bidder's Company Name

Authorized Signature – Manual

E-Mail

Authorized Signature – Typed

INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless the COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this AGREEMENT.

Bidder's Company Name

Authorized Signature – Manual

Physical Address

Authorized Signature – Typed

Mailing Address

Title

Phone Number

FAX Number

Cellular Number

After-Hours Number(s)

DATE

CONTRACT

This agreement, 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 Restore Act Management Consulting Services for the Okaloosa County Board of County Commissioners per the attached proposal** for an approximate total price of \$_____ in strict conformity with the provisions of this Contract, the Notice to Contractors, the Specifications and the Plans approved by the Owner. The said 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.

REPRESENTATIVES: The authorized representative of the County shall be:

**The Okaloosa County Administrator
1804 Lewis Turner Boulevard Suite 400
Fort Walton Beach, FL 32547
(850) 651-7515
E-Mail: jcurry@co.okaloosa.fl.us**

The authorized representative for _____ shall be:

E-Mail: _____

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

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

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

BY _____

Gary Stanford
Deputy Clerk of Court

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

Bidder's Company Name

Authorized Signature – Manual

Authorized Signature – Typed

Address

Title

Phone #

Fax #

Federal ID # or SS #

E-mail address

**RESTORE ACT MANAGEMENT CONSULTANTS
RFP: BCC 19-13
RANKING SHEET**

Understanding of Proposed projects (20 pts)						
Responsiveness to Proposal (20 pts)						
Geographic Location of Firm (10 pts)						
Project Handled of Similar Nature (15 pts)						
References (15 pts)						
Staff/Capacity to meet County Requirements (10 pts)						
Cost (10 pts)						
TOTAL POSSIBLE – 100 PTS						

PERSON RANKING _____
PRINTED NAME

POSITION/DEPT _____

SIGNATURE _____

DATE _____