

**FOY SHAW PARKWAY DEVELOPMENT  
PROJECT**

**OKALOOSA COUNTY**

**ENVIRONMENTAL ASSESSMENT, ROADWAY  
DESIGN AND CONSTRUCTION ENGINEERING &  
INSPECTION SERVICES**



**RFQ No.: ENG 68-14**

**RFQ DUE: August 1, 2014 @ 4:00 P.M.**

**REQUEST FOR  
ENVIRONMENTAL ASSESSMENT, ROADWAY DESIGN AND CONSTRUCTION  
ENGINEERING & INSPECTION SERVICES  
FOR THE  
FOY SHAW PARKWAY DEVELOPMENT PROJECT, OKALOOSA COUNTY  
RFQ 68-14**

The Okaloosa County Board of County Commissioners under the provisions of Section 287.055, Florida Statutes and County policy, request Letters of Interest from professional firms to provide environmental assessment, roadway design and construction engineering, and inspection services for the Okaloosa County Public Works Department. It is the intent of the Board to enter into contract negotiations with one or more firms.

Guidelines detailing form and content requirements for the Letter of Interest are available by contacting the Okaloosa County Purchasing Department, 602-C North Pearl Street, Crestview, FL 32536, (850) 689-5960, or they may be downloaded from our website at [www.co.okaloosa.fl.us](http://www.co.okaloosa.fl.us) (Departments, Purchasing, Vendor Registration & Opportunities); this links you to the Florida Online Bid System where our bid advertisements and specifications will be posted.

It is a basic tenet of the County's contracting program that contracts are procured in a fair, open, and competitive manner. By submitting a Letter of Interest, the Consultant certifies that they are in compliance with FDOT Procedure No. 375-030-006, Restriction on Consultant's Eligibility to Compete for Department Contracts. This directive is available on FDOT's Web Site.

This project is federally funded with assistance from the Florida Department of Transportation and the Federal Aviation Administration. By submitting a Letter of Interest, the Consultant certifies that no principal (which includes officers, directors, or executives) is presently suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation on this contract by any federal department or agency. **In addition, by submitting a Letter of Interest, the Consultant affirms that it is FDOT prequalified in Work Types: 2 (Project Development & Environmental Studies), 3.2 (Major Highway Design), 7.1 (Signing, Pavement Marking and Channelization), 8.4 (Right-of-way Mapping) and 10.1 (Roadway Construction Engineering Inspection).**

Submittals must be delivered to the Okaloosa County Purchasing Department at the address below no later than **4:00 p.m., August 1, 2014**, in order to be considered. All submittals must be in sealed envelopes reflecting on the outside thereof "**Submittal for Foy Shaw Parkway Development Project**".

All submittals should be addressed as follows:

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

\_\_\_\_\_  
Zan Fedorak  
Purchasing Manager

\_\_\_\_\_  
Date

BOARD OF COUNTY COMMISSIONERS  
OKALOOSA COUNTY, FLORIDA

Charles K. Windes, Jr., Chairman

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Date

# **FOY SHAW PARKWAY DEVELOPMENT PROJECT ENVIRONMENTAL ASSESSMENT, ROADWAY DESIGN AND CONSTRUCTION ENGINEERING & INSPECTION SERVICES**

Okaloosa County requests Letters of Interest for environmental assessment, roadway design and construction engineering & inspection services related to the Foy Shaw Parkway Development Project. Construction documents for this project are to be designed in accordance with the Americans with Disabilities Act (ADA) as well as the FDOT 2012 Design Standards and 2010 Standard Specifications for Road and Bridge Construction. The design effort will be performed in accordance with FDOT and FAA requirements.

**DESCRIPTION OF THE WORK** – Work associated with this contract includes an environmental assessment, engineering design and construction oversight activities. Tasks to be accomplished as part of this project shall include the environmental assessment document development/approval, topographical survey, roadway design, right-of-way assessment/delineation and construction engineering and inspection as part of the Foy Shaw Parkway Development Project. Foy Shaw Parkway will connect US 90 (SR 8) to John Givens Road on the Bob Sikes Airport Property in Okaloosa County, Florida. The approximate length of the project is 0.80 miles.

All work to be performed shall be in accordance with the Joint Participation Agreement (JPA) between the Florida Department of Transportation and Okaloosa County, FPID Number: 425617-29401. All design plans are subject to be submitted to FDOT and/or FAA for review and approval.

**Letter of Interest** - Okaloosa County is accepting Letters of Interest to provide professional services for the Foy Shaw Parkway Development Project in accordance with the Consultants' Competitive Negotiation Act. The consultant is encouraged to further investigate the requirements for this and other JPA projects. Letters shall include:

- A summary of the firm's understanding and knowledge of the project.
- An outline of the scope of services needed to meet all project goals including a proposed project schedule and list of project deliverables.
- Brief resumes of key team personnel proposed for the project and information on the location of the firm's lead office for this contract.
- A listing of all sub-consultants proposed for the project.
- A brief description of similar type/scope of project work experience.
- Business credentials and references.

It is a basic tenet of the County's contracting program that contracts are procured in a fair, open, and competitive manner. By submitting a Letter of Interest, the Consultant certifies that they are in compliance with FDOT Procedure No. 375-030-006, Restriction on Consultant's Eligibility to Compete for Department Contracts. This directive is available on FDOT's Web Site.

Questions concerning the content of this request for Letters of Interest should be addressed to the Okaloosa County Purchasing Department, (850) 689-5960.

**Guidelines for Letters of Interest  
for the  
Foy Shaw Parkway Development Project  
Okaloosa County Public Works Department**

The purpose of the following is to provide interested consultant firms with guidelines and information to enhance their submission on the project entitled “FOY SHAW PARKWAY DEVELOPMENT PROJECT”.

The scope of professional services includes (but is not limited to) the following which are further addressed herein;

Foy Shaw Parkway Development Phase 1:

1. Professional Services to perform the Environmental Assessment of the proposed roadway from US 90 to John Givens Road. Development of the required environmental documents and acquisition of appropriate approvals.
2. Administer the project in accordance with the Joint Participation Agreement (JPA) requirements associated with this project.

Foy Shaw Parkway Development Phase 2:

3. Engineering services to design new and/or modify existing facilities including plans, specifications and quantity calculations.
4. Provision and/or coordination of special services such as utility coordination, geotechnical exploration, surveying and design project management services.
5. Administer the project in accordance with the Joint Participation Agreement (JPA) requirements associated with this project.

Foy Shaw Parkway Development Phase 3

6. Assistance with construction bid advertisement and award.
7. Construction Engineering & Inspection services in relation to the construction contract for the project.
8. Administer the project in accordance with the Joint Participation Agreement (JPA) requirements associated with this project.

**ACTIVITIES REQUIRED AS PART OF THIS CONTRACT MUST BE SUBMITTED AND APPROVED BY FDOT AND OKALOOSA COUNTY BY THE CONTRACT END DATE OF JUNE 30, 2018.**

The Board of County Commissioners reserves the right to accept or reject any or all responses or to waive any informality existing in any response, or to accept the response which best serves the interest and intent of this project and is from the most qualified and responsible firm.

An original and five (5) copies of the Letter of Interest will be required with all copies having been signed by a company official with the power to bind the company in its response, the original is to be signed in blue ink. All must be completely responsive to the “Guidelines for Letters of Interest” to be considered.

The content of the Letter of Interest of the successful firm will become a basis for contractual negotiations.

The selected firm shall be required to assume responsibility for all services offered in their submittal. The selected firm 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 and project deliverables. The scope of services and negotiated fee for each phase of the project is subject to a third party review in accordance with FDOT and FAA guidelines.

Letters of Interest submitted shall be in conformance with the following page breakdown:

- Cover Letter – One (1) page
- Letter of Interest Response to required elements herein – Five (5) pages
- Required forms provided herein – Six (6) pages, each on an individual page

Responses shall be as brief as possible and **MUST** include the following elements:

- 1) **Project Summary** - A summary of the firm's understanding and knowledge of the project.
- 2) **Scope & Schedule** - An outline/summary of the scope and types of services needed to meet all project goals including a project schedule.
- 3) **Resumes** - Brief resumes or summary of qualifications for the key team personnel proposed for the project and information on the location of the firm's lead office for this contract.
- 4) **Sub-Consultants** - A listing of all sub-consultants proposed for the project.
- 5) **Project Experience** - A brief description of similar type/scope of project work experience.
- 6) **Business credentials** - Provide a synopsis of the firm's qualifications; include appropriate certifications and/or licenses. References are also acceptable.

Letters of Interest are due for consideration on or before the date and time specified on the notice of request/advertisement. It is the firm's responsibility to assure that the submittal 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 response of a firm 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 firms.

### **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 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 submittal based on the required parameters herein. (15%)
  - b. Understanding of the project scope, goals and objectives. (30%)
  - c. Similar/related project experience in size and scope to that herein proposed. (20%)
  - d. Previous experience with Okaloosa County for each of the phases of services requested. (15%)

- e. Business credentials. (5%)
  - f. Firm's assigned staff qualifications and availability personnel, equipment and facilities. (10%)
  - g. Firm's capability to meet contract schedule. (5%)
2. Review of all responses 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.
  - e. Okaloosa County reserves the right to negotiate contracts with one or more firms for the services described herein.
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.
6. Direct one-on-one contact with selection committee members or the Board of County Commissioners subsequent to the submittal deadline is not allowed. Selection will be on the basis of professional qualifications and experience as previously set forth.
- 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.

## SPECIAL CONDITIONS

1. **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.
  2. **Review of procurement documents:** Per Florida Statute 119.071 (2) 2 sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. [119.07\(1\)](#) (Inspection and copying of public records) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
  3. **Compliance with Florida Statute 119.071** - The CONTRACTOR shall comply with all the provisions of section 119.071, Florida Statutes relating to the public records which requires, among other things, that the CONTRACTOR: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract.
  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.
  5. **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:
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- 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.
6. **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.
7. **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.
8. **Preparation of Proposals** - Proposals must be submitted upon the prescribed forms provided herein. All blank spaces must be filled in as noted in blue 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.
9. **Indemnification & Hold Harmless** - To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or 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.**



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

11. **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.**

12. **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.

13. **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.

14. **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.**

15. **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.**

16. **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**

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 Director.
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 Key Rating Guide published A. M. Best & Co., Inc.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.

8. 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.
9. 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.
10. 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**

- A. 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.
- B. Such insurance shall comply with the Florida Workers' Compensation Law.
- C. 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:

	<b><u>LIMIT</u></b>
1. Worker’s Compensation	
a. State	Statutory
b. Employer’s Liability accident	\$1,000,000 each
2. Business Automobile & Commercial General Liability Insurance	\$1,000,000 each occurrence (A combined single limit)
3. Personal and Advertising Injury	\$250,000
4. Professional Liability	\$1,000,000 each occurrence (A combined single limit)

**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 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 start up and, (7) be maintained in effect until final payment is made unless otherwise agreed to in writing by the OWNER , CONTRACTOR, and ENGINEER with thirty (30) days written notice to each other entity to whom a certificate of insurance is 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 & 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. 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

2. 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.
3. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000.
4. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs). County requests that all deductibles or SIRs be no greater than \$10,000. However, CONTRACTORS having insurance with higher deductibles may submit a bid without penalty reflecting the pricing for their deductible provided that CONTRACTOR also submits a brief company financial statement.
5. 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.
6. 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.
7. 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.

# 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, Bidder 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 OWNER 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.

COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_ NAME: \_\_\_\_\_  
(Typed or Printed)

ADDRESS: \_\_\_\_\_ TITLE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_



## NO CONTACT CLAUSE

The 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 Manager or an appointed representative. It shall be the Purchasing Manager decision whether to consider this information in the decision process.

**Any violation of this policy 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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014 hereby agree to abide by the County's "**No Contact Clause**" and understand violation of this policy shall result in disqualification of my proposal/submittal.

# CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all firms, 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 BIDDER CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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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: \_\_\_\_\_  
(Typed or Printed)

ADDRESS: \_\_\_\_\_

TITLE: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

# 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.

\_\_\_\_\_  
Company Name

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

\_\_\_\_\_  
Physical Address

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

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Cellular Number

\_\_\_\_\_  
After-Hours Number(s)

\_\_\_\_\_  
Date

# PROHIBITION AGAINST CONTINGENT FEES

The below 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.

=====

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: \_\_\_\_\_

(Typed or Printed)

ADDRESS: \_\_\_\_\_

TITLE: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

# “SAMPLE” CONTRACT

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

**WITNESSETH:**

That for and in consideration of payments, hereinafter mentioned, to be made by the Party of the First Part, the Party of the Second Part agrees to furnish all equipment, machinery, tools and labor; 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 the **Foy Shaw Parkway Development Project proposed under RFQ No. ENG XX-** in strict conformity with the provisions of this Contract, the Notice to Contractors, Specifications and the Plans approved by the Owner. The said Plans, Specifications, Notice to Contractors and Letter of Interest 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 said Specifications.

The Contractor/ Consultant shall be prepared to begin work to be performed under the contract as he set forth in his proposal, but will not proceed until the contract has been executed. This contract shall be in effect upon signatures by both parties and shall run through the length of the project.

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

**Jason T. Autrey, P.E.**  
**County Engineer**  
**1759 S. Ferdon Blvd.**  
**Crestview FL 32536**  
**(850) 689-5772**  
E-Mail: [jautrey@co.okaloosa.fl.us](mailto:jautrey@co.okaloosa.fl.us)

The authorized representative for \_\_\_\_\_ shall be:

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

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

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

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

**WITNESS:**

\_\_\_\_\_

\_\_\_\_\_

**CONSULTANT**

**BY:** \_\_\_\_\_

\_\_\_\_\_

**TITLE**

**STATE OF FLORIDA  
COUNTY OF OKALOOSA**

This contract is accepted this \_\_\_\_\_ day of \_\_\_\_\_ **2014** and is effective on the \_\_\_\_\_ day of \_\_\_\_\_ **2014**.

**ATTEST:**

**COUNTY OF OKALOOSA, FLORIDA**

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

**BY** \_\_\_\_\_  
Charles K. Windes, Jr., Chairman

**FOY SHAW PARKWAY DEVELOPMENT PROJECT  
ENVIRONMENTAL ASSESSMENT, ROADWAY DESIGN AND  
CONSTRUCTION ENGINEERING & INSPECTION SERVICES**

**POINTS RANKING SHEET**

<b>Name of Firm</b>			
1. Responsiveness to the Request (15 points)			
2. Project Understanding (30 points)			
3. Similar Project Experience (20 points)			
4. Previous Experience with Okaloosa County (15 points)			
5. Business Credentials (5 points)			
6. Assigned Staff Qualifications and Availability (10 points)			
7. Ability to Meet Schedule (5 points)			
<b>TOTAL POINTS</b>			

**PERSON RANKING:**

Name \_\_\_\_\_

Dept. \_\_\_\_\_

Date \_\_\_\_\_

Notes/Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
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