

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: ~~12/10/14~~ 4/7/15

Contract/Lease Control #: C07-1464-BCC3-89

Bid #: BCC 61-06

Contract/Lease Type: AGREEMENT

Award To/Lessee: ALCALDE AND FAY

Lessor:

Effective Date: 1/2/2007 \$180,000.00

Term: EXPIRES 12/31/2010 BCC extended to 05/31/2015

Description of Contract/Lease: FEDERAL LOBBYING SERVICES

Department Manager: BCC

Department Monitor: DONNA MILLER

Monitor's Telephone #: 689-5007

Monitor's FAX #: 689-5025

Date Closed:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/27/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines - (202) 416-2500 Wells Fargo Insurance Services USA, Inc. 1750 H Street NW, Suite 200 Washington DC 20006	CONTACT NAME: Stephanie Johnson PHONE (A/C, No, Ext): 202-416-2539 FAX (A/C, No): 877-827-0725 E-MAIL ADDRESS: stephanie.c.johnson2@wellsfargo.com												
INSURER(S) AFFORDING COVERAGE													
INSURED Alcalde & Fay Ltd. 2111 Wilson Blvd., Suite 850 Arlington, VA 22201	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A : Travelers Indemnity Company</td> <td style="width: 20%;">NAIC # 25658</td> </tr> <tr><td>INSURER B :</td><td></td></tr> <tr><td>INSURER C :</td><td></td></tr> <tr><td>INSURER D :</td><td></td></tr> <tr><td>INSURER E :</td><td></td></tr> <tr><td>INSURER F :</td><td></td></tr> </table>	INSURER A : Travelers Indemnity Company	NAIC # 25658	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER B :													
INSURER C :													
INSURER D :													
INSURER E :													
INSURER F :													

COVERAGES **CERTIFICATE NUMBER:** 9050504 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X		I680-90K6675A	07/01/14	07/01/15	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 300,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COM/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COM/OP AGG	\$ 2,000,000		\$
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A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Comprehensive <input checked="" type="checkbox"/> Collision \$1,00			BA96K77711	07/01/14	07/01/15	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	IHUB90K97532	07/01/14	07/01/15	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. EACH ACCIDENT</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td style="text-align: right;">\$</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	\$ 1,000,000	E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$						
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E.L. DISEASE - POLICY LIMIT	\$																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Okaloosa County is included as additional insured for work performed.

CERTIFICATE HOLDER Okaloosa County Purchasing Dept. 602-C North Pearl Street Crestview, FL 32536-0000	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 12/10/14

Contract/Lease Control #: C07-1464-BCC3-89

Bid #: BCC 61-06

Contract/Lease Type: AGREEMENT

Award To/Lessee: ALCALDE AND FAY

Lessor:

Effective Date: 1/2/2007 \$180,000.00

Term: EXPIRES 12/31/2010 - BCC extended to 03/31/2015

Description of Contract/Lease: FEDERAL LOBBYING SERVICES

Department Manager: BCC

Department Monitor: DONNA MILLER

Monitor's Telephone #: 689-5007

Monitor's FAX #: 689-5025

Date Closed:

**THIRD AMENDMENT TO FEDERAL
LOBBYING SERVICES CONTRACT**

C07-1464-BCC

This **THIRD AMENDMENT**, which shall be effective on March 31, 2015, amends the Agreement for Professional Services, dated January 24, 2007, between Okaloosa County, Florida (the "County") and Alcalde & Fay, Ltd. (the "Vendor").

WHEREAS, on January 24, 2007, the County and the Vendor entered into an Agreement for Professional Service for Federal Lobbying (the "Agreement"); and

WHEREAS, the First Amendment to the Agreement was entered into on November 1, 2012 and provided that all invoices shall be for services already rendered and that there shall be no prepayment of services; and

WHEREAS, subsequently the County sought to issue a Request for Qualification for Federal Lobbying Services and required an extension of the term of the Agreement to allow the completion of that process; and

WHEREAS, the Second Amendment to the Agreement was entered into on November 17, 2014, which extended the term of the Agreement from December 31, 2014 to March 31, 2015; and

WHEREAS, the Request for Qualification process will not be completed within the existing term of the Agreement, as extended by the Second Amendment to the Agreement and that an additional extension is required to completed that process.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged by all parties, the County and the Vendor do agree as follows:

1. That the above recitals are true and are incorporated herein as essential terms of this Third Amendment.
2. The Agreement is hereby amended to reflect that the expiration of the Agreement shall be extended from March 31, 2015 to May 31, 2015.
3. All other provisions of the Agreement, as subsequently amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this **THIRD AMENDMENT** as of the last written below.

ATTEST:

CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF OKALOOSA COUNTY, FLORIDA

BY:

J. D. Peacock
J. D. Peacock,
Clerk of Circuit Court



BY:

Nathan D. Boyles, as Chairman



Date:

BCC approval 3-17-15

ALCADE & FAY, Ltd.

BY:

Jim Davenport

PRINT NAME:

JIM DAVENPORT

DATE:

3/9/15

WITNESS

[Signature]

WITNESS

[Signature]

CA #110

**BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST**

DATE: March 17, 2015

TO: Honorable Chairman and Members of the Board

FROM: Zan Fedorak

SUBJECT: Request Approval of Lobbying Services 3rd Contract Amendment (C07-1464-BCC).

DEPARTMENT: Purchasing (County Admin)

BCC DISTRICT: All

STATEMENT OF ISSUE: [PUR] Request approval of Lobbying Services Third Contract Amendment (C07-1464-BCC) and for the Chairman to sign the document.

BACKGROUND & ANALYSIS: Staff is requesting Board authorization of the third contract amendment for Federal Lobbying Services and for the Chairman to sign the document. On November 18, 2014 the Board approved for staff to pursue a Request for Qualification (RFQ) for Federal Lobbying Services. On December 2, 2014, the Board approved the Second Amendment to the contract extending the current contract through March 31, 2015 to facilitate the RFQ process. This process is still underway therefore this contract amendment will extend the contract to May 31, 2015 and will allow staff adequate time to secure a new contract. Staff requests Board approval of the contract amendment and authorization for the Chairman to sign the amendment.

OPTIONS: Approve/Deny the third contract amendment for Federal Lobbying Services and authorize the Chairman to sign the document.

RECOMMENDATION: Staff recommends approval of the third contract amendment for Federal Lobbying Services and authorization for the Chairman to sign the document.

RECOMMENDED BY:

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: C07-1464-BCC Tracking Number: 1316-15
Contractor/Lessee Name: Alcalde + Fay Grant Funded: YES ___ NO ___
Purpose: Amendment 3
Date/Term: 5/31/15
Amount: _____
Department: BCC
Dept. Monitor Name: [Signature]
1. GREATER THAN \$50,000
2. GREATER THAN \$25,000
3. \$25,000 OR LESS
Document has been reviewed and includes any attachments or exhibits.

Purchasing Review
Procurement requirements are met: [Signature]
Purchasing Director or Designee: Joanne Kublik Date: 3-11-15

Risk Management Review
Approved as written: NA
Risk Manager or designee: Kay Godwin or Krystal King Date: _____

County Attorney Review
Approved as written: see attached
County Attorney: Gregory T. Stewart or Lynn Hoshihara Date: _____

Following Okaloosa County approval:

Contracts & Grants
Document has been received: [Signature]
Contracts & Grants Manager: _____ Date: 3-30-2015

Joanne Kublik

From: Zan Fedorak
Sent: Monday, March 09, 2015 8:01 AM
To: Joanne Kublik
Subject: FW: Amendment of Federal Lobbyist Contract
Attachments: Third Amendment to Federal Lobbyist Contract.doc

Please forward to vendor for signature.

Thanks
Zan

-----Original Message-----

From: Greg Stewart
Sent: Saturday, March 07, 2015 9:47 AM
To: Zan Fedorak
Cc: John Hofstad; Rick Owen; lhoshihara@ngnlaw.com
Subject: Amendment of Federal Lobbyist Contract

* Zan - as we discussed, the Federal Lobbyist contract was previously extended until March 31, 2015 to allow completion of the RFQ process. That process will not be completed by then and additional time will be required. Therefore, we have prepared a Third Amendment to the Federal Lobbyist contract which will extend the term until May 31, 2015. I have attached a copy of that proposed Amendment. Please prepare the necessary agenda item for the Board consideration of this matter at its March 17th meeting. Thanks

Gregory T. Stewart
County Attorney
Okaloosa County, Florida

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

**SECOND AMENDMENT TO FEDERAL LOBBYING SERVICES CONTRACT
C07-1464-BCC**

This **SECOND AMENDMENT**, effective December 31, 2014, amends the Agreement for Professional Services, dated January 24, 2007, between Okaloosa County, Florida ("County") and Alcalde & Fay, Ltd. ("Vendor").

WHEREAS, on January 24, 2007, the County and Vendor entered into an Agreement for Professional Services for Federal Lobbying (the "Agreement"); and

WHEREAS, the Agreement was subsequently by the First Amendment to Federal Lobbying Services Contract on November 1, 2012; and

WHEREAS, the parties desire to extend the term of the Agreement, as subsequently amended.

NOW, THEREFORE, in consideration of the promises contained herein, the County and Vendor agree as follows:

1. The Agreement is hereby amended to reflect that the expiration of the Agreement shall be extended from December 31, 2014 to March 31, 2015.
2. All other provisions of the Agreement, as subsequently amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this SECOND AMENDMENT as of the last date written below.

ALCALDE & FAY, Ltd.

BY: James Davenport

PRINT NAME: JAMES DAVENPORT

DATE: 11/17/14

[Signature]
WITNESS

[Signature]
WITNESS

STATE OF FLORIDA
COUNTY OF OKALOOSA

This contract is accepted this 2nd day of December 2014 and is effective on the December 31, 2014.

**CONTRACT # C07-1464-BCC
ALCALDE & FAY
FEDERAL LOBBYING SERVICES
EXPIRES: 03/31/2015**

ATTEST:

By: Gary J. Stanford
Gary J. Stanford,
Deputy Clerk of Circuit Court
Okaloosa County, Florida



**BOARD OF COUNTY
COMMISSIONERS OF
OKALOOSA COUNTY, FLORIDA**

By: Charles K. Windes, Jr.
Charles K. Windes, Jr., as Chairman
Date: 12/4/14



EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 1/15/2007

Contract/Lease Control #: C07-1464-BCC3-89

Bid #: BCC 61-06

Contract/Lease Type: AGREEMENT

Award To/Lessee: ALCALDE AND FAY

Lessor:

Effective Date: 1/2/2007 \$180,000.00

Term: EXPIRES 12/31/2010 *BCC extended to 12/31/2014 Jk*

Description of Contract/Lease: FEDERAL LOBBYING SERVICES

Department Manager: BCC

Department Monitor: DONNA MILLER

Monitor's Telephone #: 689-5007

Monitor's FAX #: 689-5025

Date Closed:

**FIRST AMENDMENT TO FEDERAL LOBBYING SERVICES CONTRACT
C07-1464-BCC**

This **FIRST AMENDMENT** ("First Amendment") has an effective date of November 1, 2012 ("First Amendment Effective Date") and is between the County of Okaloosa, Florida ("Customer") and Alcalde & Fay, Ltd. ("Vendor").

On January 24, 2007, Customer and Vendor entered into the Federal Lobbying Services Contract C07-1464-BCC ("Agreement") under which Vendor agreed to provide Federal Lobbying services to the Customer.

Customer and Vendor desire and agree to amend the Agreement. In consideration of the mutual covenants herein and other good and valuable consideration, Customer and Vendor hereby agree as follows:

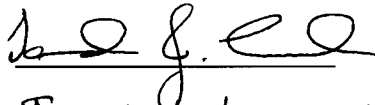
1. Invoicing from Vendor will be for services rendered only. No pre payment for services will be allowed.

Ratification and Entirety. Except as provided in this First Amendment, all the terms and conditions of the Agreement are hereby ratified and shall remain in full force and effect. This First Amendment and the Agreement, together with all supplements, exhibits and schedules thereto, shall embody the final, entire agreement among the parties hereto and supersede any and all prior commitments, agreements, representations and understandings, whether written or oral, relating to the Agreement or this First Amendment or the subject matter hereof, and may not be contradicted or varied by evidence of the prior, contemporaneous or subsequent oral agreements between the parties hereto. Unless otherwise defined herein, all capitalized terms shall have the meaning set forth in the Agreement.

All terms and conditions of the Agreement and other amendments not modified by this First Amendment remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the First Amendment Effective Date by their duly authorized representatives.

County of Okaloosa, Florida

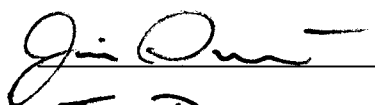
By: 

Name: Sandra Launch

Title: Administrative Manager

Date: 10-6-12

Alcalde & Fay, Ltd.

By: 

Name: JIM DAVENPORT

Title: PARTNER

Date: 10-15-12

**CONTRACT # C07-1464-BCC
ALCALDE & FAY
FEDERAL LOBBYING SERVICES
EXPIRES: 12/31/2014**

RECEIVED NOV 09 2010

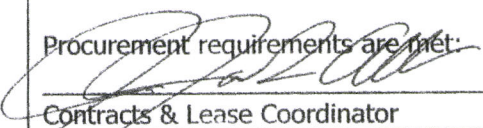
EXHIBIT D

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: C#07-1464-BCC Tracking Number: 222-10
Contractor/Lessee Name: Alcalde + Fay
Purpose: Federal Lobbying Services (Extension)
Date/Term: TBD 1. GREATER THAN \$50,000
Amount: \$60,000.00 Annually (\$5,000.00 monthly) 2. GREATER THAN \$25,001
Department: ACAO 3. \$25,000 OR LESS
Dept. Monitor Name: Miller

Purchasing Review


Procurement requirements are met:


Contracts & Lease Coordinator

Date: 11/8/10

Risk Management Review

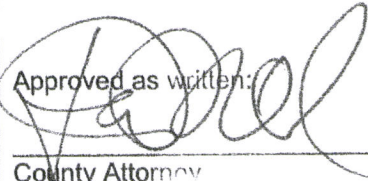
Approved as written:


Risk Management Director

Date: 11-10-10

County Attorney Review

Approved as written:


County Attorney

Date: 11/12/10

Following Okaloosa County approval:

Contract & Grant

Document has been received:

Contracts & Grants Manager

Date: _____

**BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST**

DATE: December 7, 2011
TO: Honorable Chairman & Members of the Board
FROM: Richard Brannon, Purchasing Department
SUBJECT: Federal Lobbying Contract Renewal
DISTRICT: All

REQUESTING DEPT: Purchasing

STATEMENT OF ISSUE: The contract with Alcalde & Fay Ltd. (Arlington, VA) for Federal Lobbying Services expires on December 31, 2010. The consultant has offered to extend the contract at the current rates (\$5,000 month; \$60,000 annually).

BACKGROUND: This contract provides professional services in the field of governmental relations and public affairs at the federal level.

OPTIONS: Approve or Reject.

RECOMMENDATION: This item is brought to the Board for renewal guidance.

RECOMMENDED BY: 
Purchasing Director

REVIEWED BY: 
Assistant County Administrator

APPROVED BY: _____
County Administrator

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN OKALOOSA COUNTY,
FLORIDA AND ALCALDE & FAY, LTD.

The following is an agreement (this "Agreement") between Okaloosa County, Florida, hereinafter referred to as "COUNTY" and the firm of Alcalde & Fay, Ltd., a Virginia corporation, hereinafter referred to as "A&F".

WHEREAS, A&F provides professional services in the field of government relations and public affairs including legislative procedure and regulatory processes, public policy, Federal appropriations, and grant programs administered by the Federal government; and

WHEREAS, the Board of County Commissioners deems it in their best interest to employ A&F to provide COUNTY with services in the field of government relations and public affairs including legislative procedure and regulatory processes, public policy, Federal appropriations, and grant programs administered by the Federal government.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

PART I - SPECIFIC PROVISIONS

- A. PROFESSIONAL SERVICES TO BE PROVIDED: A&F will consult and advise, as requested, on government relations and public affairs including legislative procedure and regulatory processes, public policy, Federal appropriations, and grant programs administered by the Federal government, including but not limited to:
1. Developing strategies to obtain and maximize Federal funding for COUNTY's projects and programs.
 2. Coordinating COUNTY's Federal appropriations, authorizations, grants, legislation and policy related activities with the United States Congress and Federal agencies;
 3. Securing authorizations and funding from the United States Congress and Federal agencies to implement the COUNTY'S projects;
 4. Maintaining contact with key United States Senators and Representatives;
 5. Advocating COUNTY interests to the Federal Departments and Agencies as necessary; and
 6. Providing the COUNTY with a written report of activities and attending COUNTY meetings upon the COUNTY'S written request.
- B. PAYMENT: The parties have determined the most efficient and economical method to compensate for A&F's services to be provided is by a monthly retainer. The monthly retainer shall be deemed earned by A&F upon COUNTY being invoiced by A&F.
- (i) MONTHLY RETAINER: A&F's compensation for the services provided hereunder shall be \$5,000.00 per month. A&F shall submit the monthly \$5,000.00 fee invoice at the first of each month, beginning on January 1, 2011.

**CONTRACT #C07-1464-BCC
ALCALDE & FAY, LTD.
FEDERAL LOBBYING SERVICES
EXPIRES: 12/31/ 2014**

- (ii) **OUT-OF-POCKET EXPENSES:** The COUNTY shall reimburse A&F for reasonable out-of-pocket expenses incurred in connection with the A&F'S work at actual cost. Expenses that are to be reimbursed include, but are not limited to photocopying, postage, telephone, delivery, and telecopy charges. Expenses will be reimbursed to A&F on a monthly basis. All travel expenses will be incurred only following approval by COUNTY.

PART II. GENERAL PROVISIONS

- A. **COOPERATION:** COUNTY will cooperate, participate in meetings, and provide any information and documentation as may be reasonably requested by A&F to enable A&F to provide professional services.
- B. **STATUS OF A&F:** The parties intend that A&F, in performing its services, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. A&F is not to be considered an agent or employee of COUNTY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits COUNTY provides its employees.
- C. **METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS:** All notices, bill, and payments shall be made in writing and may be given by electronic mail, U.S. mail or personal delivery. Notices, bills and payments sent by mail should be addressed as follows:

COUNTY: Jim Curry
County Administrator
Okaloosa County
602-C N. PEARL ST.
Crestview, FL 32536
(850) 651-7515

A&F: Alcalde & Fay
2111 Wilson Boulevard
8th Floor
Arlington, VA 22201
(703) 841-0626

- D. **NON-DISCRIMINATION:** A&F shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, age, marital status, medical condition, or physical or mental disability.
- E. **COMPLIANCE:** A&F and COUNTY shall comply with the Lobbying Disclosure Act and all amendments and the Honest Leadership and Open Government Act of 2007.
- F. **TERM OF AGREEMENT:** This Agreement shall become effective January 1, 2011 and shall terminate December 31, 2014. This agreement may be terminated upon 30 day's written notice by either party with or without cause.

- G. JURISDICTION: This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Florida. In addition, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum.
- H. MEDIATION: All controversies, claims, and disputes between the parties arising out of or related to this Agreement or the interpretation thereof, will first be submitted to mediation by a mediator certified by the Supreme Court of Florida, which mediator shall be selected and retained by Okaloosa County. The cost of the mediator's fee shall be borne equally by the parties. The mediation process shall be invoked by written notice from either party. The COUNTY shall retain the mediator and schedule mediation within thirty (30) days of sending or receiving the written notice, or on a date as agreed by the parties. Mediation shall be a condition precedent to filing a lawsuit by either party.
- I. Attorney's Fees; Costs; Venue: In the event that any party hereto shall bring an action or proceeding for an alleged breach of any provision of this Agreement, the prevailing party shall be entitled to recover, as part of such action or proceeding, reasonable attorney's fees, paralegal fees, and court costs at both trial and appellate levels. For the purpose of any suit, action or proceeding arising out of or relating to this Agreement, the parties hereby consent to the jurisdiction and venue of any of the courts of record of the State of Florida, Okaloosa County.
- J. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements. No waiver, modifications, additions or addendum to this Agreement shall be valid unless in writing and signed by both the A&F and COUNTY. This Agreement may be extended by mutual agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 10th day of January, 2011.

ATTEST:

OKALOOSA COUNTY

Bay J. Stanford



By

[Signature]



WITNESSES:

ALCALDE & FAY, LTD.

[Signature]

By

[Signature]

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN OKALOOSA COUNTY AND
ALCALDE AND FAY, LTD.**

The following is an agreement between Okaloosa County, Florida, hereinafter referred to as "COUNTY" and the firm of Alcalde & Fay, Ltd., a Virginia corporation, hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR has duly qualified experts in the field of public works, transportation infrastructure, water resources, housing and Federal grant programs; and

WHEREAS, in the judgment of the Okaloosa Board of County Commissioners, it is necessary and desirable to employ the services of the CONTRACTOR to assist the COUNTY with public works, transportation infrastructure, water resources, housing and Federal grant programs administered by the Federal government.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

PART I - SPECIFIC PROVISIONS

- A. **SERVICES TO BE PROVIDED:** CONTRACTOR will consult and advise, as requested, on public works, transportation infrastructure, water resources, housing and Federal grant programs, including but not limited to:
1. Developing strategies to obtain and maximize funding for public works, transportation infrastructure, water resources and housing programs.
 2. Coordinating funding, legislation and policy related activities with the United States Congress and Federal agencies;
 3. Securing appropriate authorizations and funding from the United States Congress and Federal agencies to implement the COUNTY'S projects;
 4. Maintaining direct and frequent contact with key United States Senators and Representatives;
 5. Advocating COUNTY interests during the United States legislative and regulatory process;
 6. Providing the COUNTY with a written report of activities and attending COUNTY meetings upon the COUNTY'S written request.
- B. **PAYMENT:** CONTRACTOR'S compensation for the services provided hereunder shall be \$5,000.00 per month. CONTRACTOR shall submit the monthly \$5,000.00 fee invoice at the first of each month, beginning on January 2, 2007. The COUNTY shall reimburse the contractor for reasonable expenses incurred in connection with the CONTRACTOR'S work at actual cost. Expenses that are to be reimbursed include, but are not limited to; photocopying, postage, telephone, delivery, and telecopy charges. Expenses will be reimbursed to CONTRACTOR on a monthly basis. All travel expenses will be incurred only following written approval by the County Administrator.
- C. **KEY PERSONNEL:** CONTRACTOR has represented to COUNTY that COUNTY will have Jim Davenport and L.A. "Skip" Bafalis, principals of CONTRACTOR's services, in the performance

**CONTRACT: FEDERAL LOBBYING
SERVICES
CONTRACT NO.: C07-1464-BCC3-89
ALCALDE AND FAY
EXPIRES: 12/31/2010**

of CONTRACTOR's duties hereunder, and has relied on that representation as an inducement to entering into this Agreement.

PART II - GENERAL PROVISIONS

- A. ASSIGNMENT AND DELEGATION: Except as above, neither party hereto shall assign or delegate any interest in or duty under this Agreement without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.
- B. STATUS OF CONTRACTOR: The parties intend that CONTRACTOR, in performing the services hereinafter specified, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. CONTRACTOR is not to be considered an agent or employee of COUNTY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits COUNTY provides its employees.
- C. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS: All notices, bill, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

COUNTY: JIM CURRY
COUNTY ADMINISTRATOR
OKALOOSA COUNTY
602-C N. PEARL ST.
CRESTVIEW, FL 32536
(850) 651-7515

CONTRACTOR: ALCALDE & FAY, LTD.
2111 WILSON BLVD., 8TH FLOOR
ARLINGTON, VA 22201
(703) 841-0626

- D. NON-DISCRIMINATION: CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, age, marital status, medical condition, or physical or mental disability.
- E. TERM OF AGREEMENT: This Agreement shall become effective on January 2, 2007 and shall terminate on December 31, 2010 or upon 30 day's written notice by either party with or without cause.
- F. JURISDICTION: This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Florida. In addition, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum.
- G. PUBLIC RECORD: The parties understand that any record, document, computerized information and program, audio, or video tape, or other writing completed by the CONTRACTOR related directly or indirectly to the Agreement is a public record pursuant to Chapter 119, Florida Statutes, whether in the possession or control of the COUNTY or the CONTRACTOR. Such public records may not be destroyed without the specific written approval of the Mayor. Upon

request by the COUNTY, the CONTRACTOR shall promptly supply copies of said public records to the COUNTY. Nothing contained in this paragraph shall require the disclosure of information that is exempt from public records disclosure pursuant to state or federal law.

- H. MEDIATION: All controversies, claims, and disputes between the parties arising out of or related to this Agreement or the interpretation thereof, will first be submitted to mediation by a mediator certified by the Supreme Court of Florida, which mediator shall be selected and retained by Okaloosa County. The cost of the mediator's fee shall be borne equally by the parties. The mediation process shall be invoked by written notice from either party. The COUNTY shall retain the mediator and schedule mediation within thirty (30) days of sending or receiving the written notice, or on a date as agreed by the parties. Mediation shall be a condition precedent to filing a lawsuit by either party.
- I. ATTORNEY'S FEES; COSTS; VENUE: In the event that any party hereto shall bring an action or proceeding for an alleged breach of any provision of this Agreement, the prevailing party shall be entitled to recover, as part of such action or proceeding, reasonable attorney's fees, paralegal fees, and court costs at both trial and appellate levels. For the purpose of any suit, action or proceeding arising out of or relating to this Agreement, the parties hereby consent to the jurisdiction and venue of any of the courts of record of the State of Florida, Okaloosa County.
- J. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements. No waiver, modifications, additions or addendum to this Agreement shall be valid unless in writing and signed by both the CONTRACTOR and COUNTY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 24th day of JANUARY, 2007.

ATTEST:

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS

Jeri Teresa Ward
GARY STANFORD
DEPUTY CLERK OF COURTS



By: *Don R. Andrews*
DON R. ANDREWS
CHAIRMAN
SEAL



WITNESSES:

[Signature]
[Signature]

ALCALDE AND FAY, LTD.

By: *[Signature]*

**PROPOSAL FORM
RFP #: BCC 61-06
FEDERAL LOBBYING SERVICES**

ITEM #	HOURLY RATE SCHEDULE POSITION	HOURLY RATE
1	Executive Consultant	\$
2	Senior Consultant	\$
3	Research Analyst	\$
4	Administrative Assistant	\$
5	Clerical Staff	\$
6	OTHER:	\$
OPTIONAL PRICING STRUCTURE		
7	Annual Lump Sum	\$ 60,000
8	Annual Retainer – plus a Monthly Fee	\$ _____/Month

THE ABOVE RATES INCLUDE SALARY COSTS, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN & PROFIT. THEY DO NOT INCLUDE DIRECT EXPENSES.

***Attach Additional Pricing Sheets, if necessary.**



Authorized Signature

Jim Davenport, Partner
Printed Name & Title

Alcalde & Fay
Company

October 20, 2006
Date

52-0996647
Federal ID # or SS #

2111 Wilson Blvd., 8th Floor
Address

Arlington, Virginia 22201
City, State, Zip Code

703-841-0626
Phone #

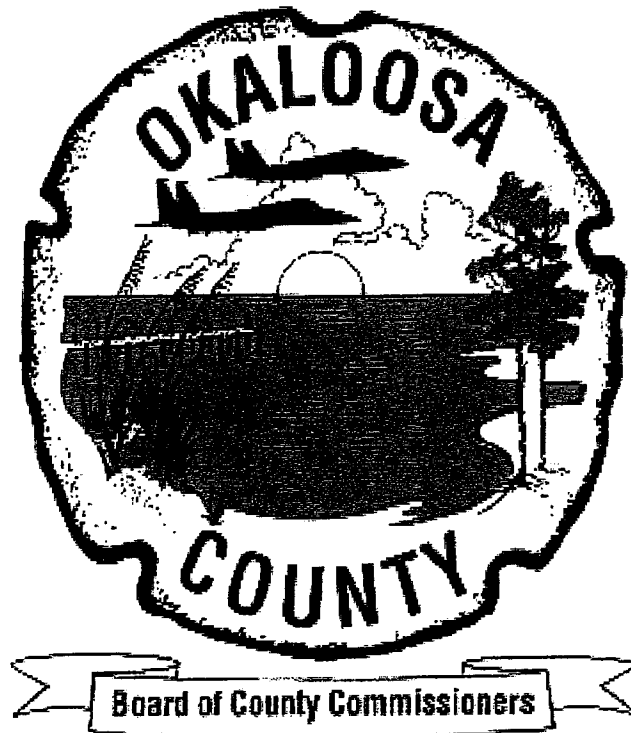
703-243-2874
Fax #

Fee Proposal

For the scope of services described herein, we propose a monthly retainer of \$5,000. This monthly retainer is exclusive of out-of-pocket expenses for services such as telephone tolls, copying, messenger service, parking, transportation, and postage, which are billed at the actual cost expended. We would not anticipate the average costs to exceed \$100 per month.

Other partners and associates of Alcalde & Fay may be utilized on an as-needed basis, to complement the efforts of our Okaloosa County client team when such efforts would benefit the client. There will be no additional charge for such work.

**FEDERAL LOBBYING SERVICES
FOR OKALOOSA COUNTY, FLORIDA**



PROPOSAL #: BCC 61-06

PROPOSAL CLOSES: OCTOBER 27, 2006 @ 4:00 P.M.

**THE INTENT OF THIS RFP IS TO OBTAIN
FEDERAL LOBBYING SERVICES
FOR OKALOOSA COUNTY**



Board of County Commissioners

State of Florida

REQUEST FOR PROPOSAL/QUALIFICATIONS FOR FEDERAL LOBBYING SERVICES FOR THE OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

The Okaloosa County Board of County Commissioners, under the provisions of Section 287.055, Florida Statutes and Board policy, request qualifications from professional firms to provide Federal Lobbying Services for the Okaloosa County, Florida Board of County Commissioners.

Firms desiring consideration should provide an original and five (5) copies of their statement of qualifications/proposal. Guidelines detailing form and content requirements for the statement of qualifications/proposal is available by downloading them from our website at www.co.okaloosa.fl.us (County Dept., Purchasing, Competitive Solicitation Information (lower left-hand corner) and then Current (that will link you to the Florida Panhandle Purchasing Group website where our bid specifications will now be posted).

Proposals must be delivered to the Okaloosa County Purchasing Department at the address listed below no later than **4:00 p.m., Friday, October 27, 2006** in order to be considered.

All proposals must be in sealed envelopes reflecting on the outside thereof **"Proposal for Providing Federal Lobbying Services for the Okaloosa County Board of County Commissioners."**

All proposals should be addressed as follows:

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


Richard L. Brannon
Purchasing Director

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

Sherry S. Campbell
Chairman

SPECIFICATIONS

The Okaloosa County Board of County Commissioners (hereinafter referred to as "County") is requesting sealed Proposals from qualified consulting firms or individuals for the provision of lobbyist services to represent the County in Washington, D.C. for the purpose of securing funding for County projects. The consultant shall work closely with the County's liaison, Mr. James Curry, in the development and ongoing implementation of these programs.

AGENCY OVERVIEW

The County is a political subdivision of the State of Florida and is located in Northwest Florida. Okaloosa County has a population of more than 189,000. Okaloosa County has 24 miles of beachfront on the ("Emerald Coast") Gulf. Much of the County is taken up by part of Eglin Air Force Base – the largest land mass Air Force Base in the world. Okaloosa County works under a County Administrator and five County Commissioners.

SCOPE OF WORK

The County is requesting sealed Proposals from qualified consulting firms or individuals for the provision of lobbyist services to represent the County in Washington, D.C. for the purpose of securing funding for County projects. The consultant shall work closely with the County's liaison in the development and ongoing implementation of these programs and shall provide, at a minimum, the following services:

- A. Meet with County staff and County Board to assist in the development of the County's list of goals, priorities and specific projects. Identify which of these goals, priorities and specific projects could be addressed at the federal level and assist in developing written material on each request to provide to congressional staff.
- B. Provide County staff and County Board with any new information that may impact, and actively seek opportunities to enhance the County's federal legislative program and provide options as to legislative strategy when necessary.
- C. Revise the County's federal legislative program as needed, and as requested by the County Board through County staff.
- D. Monitor current federal legislation and the federal budget process and report to the County, both orally and in writing, any legislative events that may directly or indirectly impact the County. Attend meetings as necessary.
- E. Provide the County with regular reports and updates on all legislative and budgetary issues that may impact the County.
- F. Advocate with Congress, congressional committees and federal agencies in support of the County's goals, priorities and projects.

- G. At the conclusion of session, prepare a final report, including the final status of the County's priorities and a summary of the impact of major legislative changes to Okaloosa County.
- H. Monitor various federal agency actions for potential impact on the County and, in the event that action is needed, advise the County.

Qualified firms wishing to respond to the RFP must directly provide all services described in this document.

The successful proposer will appoint one of their employees as the key contact for approval by the County's Project Manager.

**GUIDELINES FOR STATEMENT OF QUALIFICATIONS/PROPOSAL
FEDERAL LOBBYING SERVICES FOR THE
OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS**

The purpose of this Request for Proposal/Qualifications is to provide interested consultants with guidelines and information to enhance their submission of proposals on the project entitled **"FEDERAL LOBBYING SERVICES FOR THE OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS."**

It is expected that the consultant's contract will consist of fixed annual costs for all work associated with the service. Please detail all costs associated with delivering the requested services on the attached proposal form.

Services of the consultant shall be under the general direction of the County Administrator or his appointed representative, who shall act as the County representative during the performance of the scope of services.

These negotiations will conform to the Florida Consultants Competitive Negotiation Act (CCNA) Chapter 287.057, Florida Statutes and County policy. The County's standard form of consulting agreement will be utilized.

The term of this contract will be for three (3) years. The County reserves the right to renew these contracts for one (1) additional three-year contract period. Renewal of the contract period shall be recommended by the County Administrator.

The Board of County Commissioners reserves the right to accept or reject any or all statement of qualifications/proposals or to waive any informality existing in any proposal, or to accept the proposals which best serves the interest and intent of this project and is from the most responsive and responsible firms.

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

The content of the statement of qualification/proposal of the successful firm will become a basis for contractual negotiations.

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

Payment schedule and basis for payment will be negotiated.

Public Entity Crime Information - A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor,

supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for **CATEGORY TWO** for a period of 36 months from the date of being placed on the convicted vendor list.

The engagement of certain professional services, including those required by this Request for Proposals, is exempt from the provisions of the Administrative Procedure Act, Chapter 120, Florida Statutes, as amended, and therefore are not to be subject to the appeal process therein described at any time during the solicitation period.

Proposals **MUST** be submitted in the format described below:

1. Letter of interest including information on location of the firm's office that will be the lead office for this contract.
2. **Business Credentials** – Provide a synopsis of the consultant's qualifications, to include specific capabilities of the firm.
3. **Registration** – State the licensing/registration qualifications of the consultant's personnel and business office. Provide copies of same.
4. **Specific Accomplishments** – Provide a listing of governmental agencies (with an emphasis on County level) with a description of the work performed by the consultant representative of the type of work proposed under this Request for Proposal/Qualifications. The list should include only projects that had significant input from individuals who will be assigned to work on behalf of the County.
5. List at least 3 comparable County governmental agencies which you firm has contracts with and the amount of Federal funding which you have obtained for them.
6. List the public sector issues which best illustrate the experience of the firm and current staff which is being assigned to this contract. (List no more than 10 issues, nor issues which were completed more than five (5) years ago). For each issues please provide the following:
 - a. Name of the client, including contact person's name, address and phone #.
 - b. The nature of the issue pursued.
 - c. The outcome of the lobbying efforts on this issue.
 - d. Key professionals involved, including the roles of each.
7. **Project Management Organization** – The consultant must identify key personnel to be assigned to this work and provide a resume of their qualifications, education and experience.

8. **References** – List five (5) referenced representative of related past experience to include, as a minimum, a contact person, company name, phone number, and a brief description of the work.
9. **Additional Information & Comments** – The contents under this heading are to be left to the discretion of the consultant. Material must be pertinent to the proposal but not be otherwise requested in the Request for Proposal/Qualifications.
10. **Conflict of Interest Disclosure Form** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposals the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies.

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

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

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

11. **Drug Free Workplace Certification** – 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.

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

12. **Liability & Indemnification Form** – To the fullest extent permitted by law, Contractor shall indemnify and hold harmless County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by negligence, recklessness, or intentional wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement.

Proposal Opening shall be public on the date and time specified on the proposal form. It is the firm's responsibility to assure that their proposal is delivered at the proper time and place. Offers by telegram, facsimile, or telephone are not acceptable. **Note: Crestview is "not a next day guaranteed delivery location" by delivery services.**

The Board of County Commissioners of Okaloosa County in its absolute discretion may reject any proposal of a proposer that has failed, in the opinion of the Board, to complete or perform an Okaloosa County contracted project in a timely and acceptable fashion, and has directed the Okaloosa County Purchasing Director to emphasize this condition to potential proposers.

Evaluation/Selection of Proposals – The statements of qualifications/proposals will be reviewed by a Review & Selection Committee (to be appointed at a later date). The Committee will select those firms deemed to be most responsive and hear presentations by those firms, if necessary.

The Selection Review Committee will evaluate all proposals received and:

1. Prepare a listing of those proposers determined to be interested and available. Evaluate the proposals meeting minimum submission criteria based upon qualifications and conduct discussions with those firms deemed to be the most highly qualified to provide the services required. Each of the firms will be required to execute the Truth-In-Negotiation certificate as defined in Florida Statutes 287.055. Selection as best qualified will be based on the following considerations:
 - a. Responsiveness of the proposal clearly stating an understanding of the work to be performed for the County.
 - b. Firm's reputation and competence, including technical education and training, experience in projects outlined in the RFP, availability of adequate personnel, facilities, and the extent of repeat business of the firm.
 - c. Current workload.
 - d. Financial responsibility.
 - e. Past record of professional accomplishments.
 - f. Qualifications of personnel to be assigned to the program.
 - g. Experience with programs similar in size and scope to those herein proposed.
2. Review of all proposals received will proceed as follows:
 - a. The Selection Committee will review all written documents submitted.
 - b. The committee's ranking of prospective firms shall be based on the firm's capabilities, ability, adequacy of personnel, past record, recent experience and current workload.
 - c. The committee may request oral presentations from the consultants when establishing the recommended priority or short list.

3. Presentation of the tentative agreements by the Selection Committee to the Board for approval. The Executive Summary shall inform the Board as to the terms, conditions and costs associated with the contracts.
4. Upon approval of the agreement by the Board, execution of a formal written agreement prior to commencement of the work associated with the contract.
5. Direct contact one-on-one with the Committee members, County Commissioners or County Administrator is not recommended. Selection will be on the basis of professional qualifications and experience.
 - a. The Selection Review Committee will evaluate and rank all proposals meeting the minimum submission requirements.

Proposal Opening – Proposal Opening shall be public on the date and time specified on the proposal form. It is the proposer's responsibility to assure that his proposal is delivered at the proper time and place. Offers by telegram, facsimile or telephone are **NOT** acceptable. **Note: Crestview, FL is "not a next day guaranteed delivery location" by delivery services.**

Right to Waive and Reject:

- A. The Board, in its absolute discretion, may reject any proposal of a proposer that has failed, in the opinion of the Board, to complete or perform an Okaloosa County contracted project in a timely fashion or has failed in any other way, in the opinion of the Board, to perform a prior contract in a satisfactory manner, and has directed the Okaloosa County Purchasing Director to emphasize this condition to potential proposers.
- B. There is no obligation on the part of the County to award the proposal to the lowest proposer, and the County reserves the right to award the proposal to proposer submitting a responsive proposal with a resulting negotiated agreement which is most advantageous and in the best interest of Okaloosa county, and to reject any and all proposals or to waive any irregularity or technicality in proposals received. Okaloosa County shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.
- C. The Board of County Commissioners reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgement will best serve the interest of the County.
- D. The Board of County Commissioners specifically reserves the right to reject any conditional proposal and will normally reject those which made it impossible to determine the true amount of the proposal. Each item must be proposed separately and no attempt is to be made to tie any item or items to any other item or items.

Disqualification of Proposers:

Any of the following reasons may be considered as sufficient for the disqualification of a proposer and the rejection of his proposal or proposals:

- A. More than one proposal for the same work from an individual, firm or corporation under the same or different name.
- B. Evidence that the proposer has a financial interest in the firm of another proposer for the same work.
- C. Evidence of collusion among proposers. Participants in such collusion will receive no recognition as proposers for any future work of the County until such participant shall have been reinstated as a qualified proposer.
- D. Uncompleted work which in the judgement of the County might hinder or prevent the prompt completion of additional work if awarded.
- E. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
- F. Default under previous contract.
- G. The Board, in its absolute discretion, may reject any proposal of a proposer that has failed, in the opinion of the Board, to complete or perform an Okaloosa County contracted project in a timely fashion or has failed in any other way, in the opinion of the Board, to perform a prior contract in a satisfactory manner, and has directed the Okaloosa County Purchasing Director to emphasize this condition to potential proposers.

Discrimination - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

Effective Date - The effective date of this contract would be effective upon signing a contract agreement by both parties.

Payment - The Contractor shall be paid upon submission of invoices, through the requesting department, to the Okaloosa County Board of County Commissioners, Finance Office, #115, 101 E. James Lee Blvd., Crestview, FL 32536-3502. The prices stipulated herein for articles delivered and accepted. All invoices must show the County contract number.

Information - Any questions should be directed to Richard Brannon, Okaloosa County Purchasing Department; 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 proposals. **Proposers must understand that they are not allowed to contact the Review Committee Members for information.**

INSURANCE REQUIREMENTS

Contractor's Insurance

1. The Contractor shall not commence any work in connection with this agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Management Officer nor shall the Contractor allow any subcontractor (approved by County of Okaloosa) to commence work in this subcontract until all similar insurance required of the subcontractor has been so obtained and approved.
2. All insurance policies shall be with insurers licensed to do business in the State of Florida, and any insuring company is required to have a minimum rating of A, Class X in the Best's Key Rating Guide published A.M. Best & Co., Inc.
3. The County of Okaloosa shall be furnished proof of coverage by a certified, complete duplicate of all insurance contracts including every endorsement. The complete insurance contracts must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual agreements between the County of Okaloosa and the Contractor. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement.
4. The insurance definition of Insured or Additional Insured shall include subcontractor, sub-subcontractor and any associated or subsidiary companies of the Contractor that are involved and which are part of the contract.
5. The County of Okaloosa reserves the right during the term of this contract to request additional certified copies of any insurance contracts to support any Certificates of Insurance. At any time the insurance coverage is unacceptable to the County of Okaloosa, the County reserves the right to terminate this contractual agreement.
6. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the workers compensation coverage.
7. All policies shall be written so that the County of Okaloosa will be notified of cancellation or restricted amendments at least thirty (30) days prior to the effective date of such cancellation or amendment, such notice to be given directly to the County representative.

8. All insurance contracts should list Okaloosa County as an Additional Insured. The Contractor shall provide the County current Certificates of Insurance for all policies.

Workers' Compensation Insurance

1. The Contractor shall secure and maintain during the life of this agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County of Okaloosa, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished the County of Okaloosa not less than ten (10) days prior to the commencement of any and all subcontractual agreements which have been approved by the County of Okaloosa.
2. Such insurance shall comply with the Florida Workers' Compensation Law.
3. No class of employee, including the contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

Business Automobile and Public Liability Insurance

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

- a. Premises – Operation Liability
 - b. Occurrence Bodily Injury and Property Damage Liability
 - c. Independent Contractor’s Liability
 - d. Completed Operations and Products Liability
5. Contractor shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for two (2) years beyond acceptance of project.

Limits of Liability

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

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

Notice of Claims or Litigation

The Contractor agrees to report any incident or claim that results from performance of this Agreement. Within ten (10) days of the Contractor’s knowledge, the County representative shall receive written notice describing the incident or claim. In the event such incident or claim involves injury or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim. A detailed written report is to be made within ten (10) days.

Indemnification & Hold Harmless

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

Certificate of Insurance

- 1. All insurance shall include the interest of all entities names in and its respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary

insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

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

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

3. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
4. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer.
5. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs). Deductibles or SIRs in excess of \$10,000 will not be accepted unless specifically approved in writing by Okaloosa County. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.

In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Contractor has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

6. In the event of failure of the Contractor to furnish and maintain said insurance and to furnish satisfactory evidence thereof, Okaloosa County shall have the right (but not the obligation) to take out and maintain insurance on the project. All costs for the coverage will be paid by Contractor upon presentation of a bill.

General Terms

Any type of insurance or increase of limits of liability not described above which the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

Umbrella Insurance

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this agreement.

CONFLICT OF INTEREST DISCLOSURE FORM

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

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

YES _____

NO x

NAME(S)

POSITION(S)

FIRM NAME: Alcalde & Fay

BY (PRINTED): Jim Davenport

BY (SIGNATURE): 

TITLE: Partner

ADDRESS: 2111 Wilson Blvd., 8th Floor

Arlington, Virginia 22201

PHONE NO. 703-841-0626


E-MAIL davenport@alcalde-fay.com

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED BIDDER CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: 10-24-06 SIGNATURE: 
COMPANY: Alcalde & Fay NAME: Jim Davenport
(Typed or Printed)
ADDRESS: 2111 Wilson Blvd., 8th Floor TITLE: Partner
Arlington, Virginia 22201 E-MAIL: Davenport@alcalde-fay.com
PHONE NO.: 703-841-0626

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.

Alcalde & Fay
Bidder's Company Name

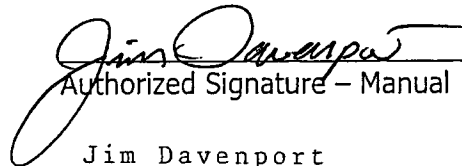
Physical Address

2111 Wilson Blvd., 8th Floor
Mailing Address

Arlington, Virginia, 22201
Phone Number

703-841-0626
Cellular Number

10-24-06
DATE


Authorized Signature - Manual

Jim Davenport
Authorized Signature - Typed

Partner
Title

703-243-2874
FAX Number

703-516-4119
After-Hours Number(s)

(REVISED: JANUARY 12, 2001)

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 bidders? (If your firm is located in Okaloosa County, you will check "NO.") If "YES," list below the extent of such preference.

YES _____

NO _____

Alcalde & Fay
Bidder's Company Name


Authorized Signature - Manual

davenport@alcalde-fay.com
E-Mail

Jim Davenport
Authorized Signature - Typed