

REQUEST FOR QUALIFICATIONS FOR  
CONSTRUCTION MANAGEMENT SERVICES  
FOR A NEW OFFICE BUILDING  
AT THE OKALOOSA COUNTY SHERIFF'S OFFICE LOCATED AT  
50 2ND STREET, SHALIMAR, FL



RFQ #: BCC 42-14

RFQ DUE: April 18, 2014 @ 4:00 P.M.

**REQUEST FOR QUALIFICATIONS  
CONSTRUCTION MANAGEMENT SERVICES  
PROPOSAL NO. BCC 42-14**

The Board of County Commissioners of Okaloosa County, Florida, requests proposals from qualified professional construction management firms to provide construction management services for the construction of a new 2-story 11,000± GSF building with complete interior finishes to be built at the Sheriff's Shalimar Administrative Campus. The Commissioners have appointed a committee to review and evaluate the proposals. Selection will be pursuant to Chapter 287, Florida Statutes, and Board Policy.

Firms desiring consideration should request a copy of the RFQ package from the Okaloosa County Purchasing Department, 602-C North Pearl St., Crestview, FL 32536, 850-689-5960, and furnish all information requested in the RFP. For additional information on the project, contact Zan Fedorak, Okaloosa County Purchasing Department, (850) 689-5960. Construction Management firms desiring consideration should provide one (1) original and six (6) copies of their proposal, which should include a description of the firm's organization, key personnel, experience and approach to the project.

At **4:00 p.m.** (local time), **April 18, 2014**, the proposals will be opened and read aloud. All proposals must be in sealed envelopes reflecting on the outside thereof the proposer's name and "**Proposal on Construction Management Services, Proposal No. BCC 42-14, to be opened at 4:00 p.m., April 18, 2014.**" The Board of County Commissioners will consider all proposals properly submitted to the Okaloosa County Purchasing Department, 602-C North Pearl St., Crestview, FL 32536.

All proposals received after the stated time and date will be returned unopened and will not be considered. **NOTE: Crestview, FL is not a guaranteed delivery location by most delivery services.** Proposers using mail or delivery services assume all risks of late or non-delivery.

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

Any bidder failing to mark outside of envelope as set forth herein may not be entitled to have their bid considered.

All bids should be addressed as follows:

Okaloosa County Purchasing Department  
Attn: Zan Fedorak, Purchasing Services Manager  
602-C North Pearl St.  
Crestview, FL 32536

---

Zan Fedorak  
Purchasing Services Manager

BOARD OF COUNTY COMMISSIONERS  
OKALOOSA COUNTY, FLORIDA

Charles K. Windes, Jr.  
Chairman

**REQUEST FOR QUALIFICATIONS (RFQ)  
CONSTRUCTION MANAGER**

**PROPOSAL NO.: BCC 42-14**

**SECTION ONE**

**1.00 DEFINITIONS**

- 1.01 County means Okaloosa County, a political subdivision of the State of Florida.
- 1.02 Architect and Engineer means: DAG.
- 1.03 Project means the project defined in Section Two of this RFQ.
- 1.04 Construction Manager means the successful proposer with whom the County negotiates an acceptable contract. The Contractor must be properly licensed by the State of Florida or the County.

**SECTION TWO**

**2.00 PROJECT DESCRIPTION**

- 2.01 Construction of a new 2-story 11,000± GSF building to be built at the Sheriff's Shalimar Administrative Campus complete with foundation, all necessary utility services, an elevator and all interior finishes as designed for and as approved by the Board of County Commissioners, or its authorized representative.
- 2.02 Building shall include one elevator.
- 2.03 All construction shall be fully compliant with all applicable codes, laws, rules, and regulations from any agency having jurisdiction over the work of this project.
- 2.04 All construction shall be fully compliant with ADA.
- 2.05 Construction shall include all necessary site work and stormwater management systems.
- 2.06 All necessary internal and external signage is to be included.

Project Contact:

Zan Fedorak  
Okaloosa County Purchasing Services Manager  
602-C North Pearl St.  
Crestview, FL 32536  
850-689-5960  
850-689-5970 (Fax)  
E-mail: [zfedorak@co.okaloosa.fl.us](mailto:zfedorak@co.okaloosa.fl.us)

## **SECTION THREE**

### **3.00 CONSTRUCTION MANAGEMENT SERVICES**

The Construction Manager will be required to perform the following services:

- 3.01 Perform budgeting, programming, and scheduling and revising as necessary for the Owner (Okaloosa County).
- 3.02 Prepare a GMP for the project and have that GMP approved in writing prior to any construction phase activities beginning.
- 3.03 Perform value management on building systems and equipment, specifications and criteria requirements and alternative designs.
- 3.04 Suggest new materials, technology, methods, constraints and sequencing.
- 3.05 Prepare and periodically update a project budget for the Owner's approval and prepare trade-by-trade cost estimates or bid package cost estimates.
- 3.06 Analyze procurement requirements and responsibilities for safety precautions, temporary site facilities, and equipment, materials, and services for common use of contractors and insure that these are included in the construction documents and coordinate with County Purchasing any items the county chooses to direct purchase (DP).
- 3.07 Advise on the method to be used for selecting contractors and awarding contracts.
- 3.08 Prepare bid list for approval by the Owner (Okaloosa County) and Architect and make certain that contractors are qualified and capable to perform.
- 3.09 Assist the Owner (Okaloosa County) in pre-bid conferences, bid evaluation and development of construction contract documents.
- 3.10 Solicit bids from subcontractors and enter into subcontracts with successful bidders, as approved by the County and the Architect and administer construction contracts.
- 3.11 Coordinate in the Owner's (Okaloosa County) interest the work of contractors with activities and responsibilities of the County and Architect/Engineer.
- 3.12 Acquire all necessary permits.
- 3.13 Schedule and conduct progress meetings no less than once per calendar month.
- 3.14 Provide a realistic detailed schedule for operation of construction.
- 3.15 Provide continuous monitoring and frequent inspections of work to determine progress and conformance with design documents.
- 3.16 Revise and refine the approved estimates of construction cost, developing cash flow reports and forecasts as needed and maintain accurate cost accounting records.
- 3.17 Process all shop and as-built drawings.

- 3.18 Provide project office administration and supervise construction of project.
- 3.19 Provide site security in coordination with the Sheriff's Office.
- 3.20 Process all pay requests from sub-contractors and make payments in accordance with requisitions approved by the Architect and the County.
- 3.21 Process all requests for change orders, time extensions and claims.
- 3.22 Schedule and coordinate all required inspections.
- 3.23 Maintain project progress records.
- 3.24 Perform, or cause to be performed, all required remedial work identified during various inspections.
- 3.25 Assist the Owner (Okaloosa County) in checking out utilities, operational systems and equipment prior to occupancy.
- 3.26 Determine final completion and notify the Owner (Okaloosa County) and Architect/Engineer.
- 3.27 Secure a certificate of occupancy.
- 3.28 Provide a 100% labor, performance and material bond with sureties acceptable to the County.
- 3.29 Provide and maintain an adequate insurance program, as determined by the contract documents, including liability, builders' risk and workers' compensation coverage.
- 3.30 Provide all other services generally provided by Construction Management on a project of like magnitude and complexity.
- 3.31 The successful contractor will be responsible for removing all construction debris and ensuring a safe work environment.

## **SECTION FOUR**

### **4.00 CONTENTS OF PROPOSAL**

You are invited to submit background data with respect to your qualifications for performing services of the nature that will be required under this request. Please submit information, responsive to the questions set out in this RFQ, in the same order as the questions. Responses should be specific and precise, with as much detail as will accurately disclose your capabilities for performing the services to be required of the successful proposer. You may submit additional information or data, not called for by the questionnaire, which you believe would be pertinent to the evaluation of your qualifications or performing the services required. Your ability to organize and present your firm's proposal shall be indicative of your interest and ability to organize and develop this project. The exclusion of any of the following items may be grounds for rejection of the proposal at the sole option of the Selection Committee.

The information and data submitted by proposers will be evaluated competitively.

## SECTION FIVE

### 5.00 EVALUATION/SELECTION OF PROPOSALS

5.01 A Selection Review Committee will evaluate all proposals received and:

- (1) Prepare an alphabetical listing of those proposers determined to be interested and available. Evaluate the proposals meeting minimum submission criteria based upon qualifications and conduct discussions with no less than three 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 in clearly stating an understanding of the work to be performed for the County.
  - (b) Competence, including technical education and training, experience in governmental courthouse projects, availability of adequate personnel, equipment and facilities, the extent of repeat business of the firm and, where applicable, the relationship of cost estimates by the firm to actual costs on previous projects.
  - (c) Current workload.
  - (d) Financial responsibility.
  - (e) Ability to observe and advise whether plans and specifications are being complied with.
  - (f) Past record of professional accomplishments.
  - (g) Proximity to the project involved.
  - (h) Ability to design an approach and work plan to meet the project requirements.
- (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 firms' capabilities, ability, and adequacy of personnel, past record, recent experience, current workload, location of the firm or individual.
  - (c) The committee may request oral presentations from or interviews with the vendors when establishing the recommended priority or short list.
- (3) Negotiations between the selection committee and the priority vendor (the vendor ranked highest on the Board approval short list) which will proceed as follows:

- (a) Negotiations will be held with the first vendor on the priority list.
  - (b) If no tentative agreement can be reached with the first vendor, then negotiations will commence with the second vendor on the short list.
  - (c) If no tentative agreement can be reached with the second vendor, then negotiations will commence with the third vendor.
  - (d) If no tentative agreement is reached with the third vendor, then the committee shall return to the Board to report such and recommend that a new short list be established from among the other proposals submitted. If for any reason said procedure is not feasible, the committee shall seek direction from the Board as to how to proceed further.
- (4) Presentation of the tentative 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 agreement by the Board, execution of a purchase order and/or formal written agreement prior to commencement of the work associated with the contract.
  - (6) Direct contact one-on-one with the Committee members **is not allowed**. Selection will be on the basis of professional qualifications and experience.
    - (a) The Selection Review Committee will evaluate and rank all proposals meeting the minimum submission requirements and enter into formal negotiations with said firms. Firms will be notified of dates and times of any interviews.
  - (7) **IMPORTANT NOTICE:** The Board of County Commissioners reserves the right to waive any informality and to accept or reject any and all proposals. The information requested shall be a part and in addition to any previously accepted by or prepared for the Owner.

**NOTE: NO CONTACT CLAUSE**

There will be **NO** contact between companies submitting proposals and members of the selection committee prior to selection and approval of a construction manager by the Okaloosa County Board of County Commissioners. All communications must be directed through Zan Fedorak, Purchasing Services Manager, 850-689-5960. Failure to adhere to this policy will result in disqualification of potential proposer.

## CONTENTS OF PROPOSALS

Proposers should address each of the following items as completely as possible with all information that could support their selection as the most qualified CM from among all the responsive proposers competing for selection for this project.

1. **PRESENT ORGANIZATION** (Important Factor: Not Individually Scored)  
  
If proposal is a joint venture, supply requested information on each involved firm.
  - A. Firm Contact Information  
1) Include Contact Person
  - B. Types of Services provided by firm
  - C. Legal Form of Business
2. **PRESENT ORGANIZATION** (Important Factor: 0-10)
  - A. Proposed Project Team and Qualifications
3. **DESCRIBE HOW YOUR FIRM WILL APPROACH THIS PROJECT.** (Importance Factor: 0-10)
  - A. Management
  - B. Project Schedule
  - C. Other
4. **CONSTRUCTION MANAGEMENT EXPERIENCE.** (Importance Factor: 0-20)
5. **CURRENT WORKLOAD AND CAPACITY.** (Importance Factor: 0-5)
  - A. Include current workload of all proposed project team members.
6. **LOCAL PROJECT EXPERIENCE** (Importance Factor: 0-10)
7. **FINANCIAL STATEMENT** (Importance Factor: 0-5)
8. **REPUTATION** (Importance Factor 0-10)
9. **SIMILAR PROJECT EXPERIENCE** (Importance Factor: 0-20)
10. **RESPONSIVENESS (included all required documents)** (Importance Factor: 0-10)



## SPECIAL CONDITIONS

1. **Applicable Laws and Regulations** - The proposers attention is directed to the fact that all applicable state laws, county municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over project shall apply to the proposal throughout, and they will be deemed to be included in the contract the same as though they are written out in full herein. Special attention shall be applied to ensure that the building and all modifications to it are compliant with the current ADA codes.
2. **Review of Job Site** – for technical information or to see the project site, contact Don Turner, County Facility Maintenance Office, 850-689-5790; 8:00 a.m. – 4:00 p.m., Monday – Friday.
3. **Proposal Information** - Questions concerning proposal requirements or specifications should be directed to Zan Fedorak at the Okaloosa County Purchasing Department, 602-C North Pearl Street, Crestview, Florida 32536, at 850-689-5960. Any changes by the County to specifications shall be in writing in the form of an addendum and furnished to all proposers. Verbal information obtained otherwise will not be considered in awarding of the proposal.
4. **Right to Waive and Reject**
  - A. The Board, in its absolute discretion, may reject any proposal of a proposer that has failed, in the opinion of the Board, to complete or perform an Okaloosa County contracted project in a timely fashion or has failed in any other way, in the opinion of the Board, to perform a prior contract in a satisfactory manner, and has directed the Okaloosa County Purchasing Services Manager to emphasize this condition to potential proposers.
  - B. There is no obligation on the part of the County to award the proposal to the lowest proposer, and the County reserves the right to award the proposal to proposer submitting a responsive proposal with a resulting negotiated agreement which is most advantageous and in the best interest of Okaloosa county, and to reject any and all proposals or to waive any irregularity or technicality in proposals received. Okaloosa County shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.
  - C. The Board of County Commissioners reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgment will best serve the interest of the County.
  - D. The Board of County Commissioners specifically reserves the right to reject any conditional proposal and will normally reject those that made it impossible to determine the true amount of the proposal.
7. **Disqualification of Proposers** - Any of the following reasons may be considered as sufficient for the disqualification of a proposer and the rejection of his proposal or proposals:
  - A. More than one proposal for the same work from an individual, firm or corporation under the same or different name.

- B. Evidence that the proposer has a financial interest in the firm of another proposer for the same work.
  - C. Evidence of collusion among proposers. Participants in such collusion will receive no recognition as proposers for any future work of the County until such participant shall have been reinstated as a qualified proposer.
  - D. Uncompleted work that in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
  - E. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
  - F. Default under previous contract.
  - G. The Board, in its absolute discretion, may reject any proposal of a proposer that has failed, in the opinion of the Board, to complete or perform an Okaloosa County contracted project in a timely fashion or has failed in any other way, in the opinion of the Board, to perform a prior contract in a satisfactory manner, and has directed the Okaloosa County Purchasing Director to emphasize this condition to potential proposers.
8. **Conditional and Incomplete Proposals** - The Board of County Commissioners specifically reserves the right to reject any conditional proposal and will normally reject those that make it impossible to determine the true amount of the proposal.
9. **Investigation of Proposer** - The owner may make such investigations as he deems necessary to determine the stability of the Proposer to perform the work and that there is no conflict of interest as it relates to the project. The proposer shall furnish to the owner any additional information and financial data for the purpose as the owner may request. The data shall include a detailed and up-to-date list of plant equipment and materials which proposer proposes to use, indicating which portions he already possesses and a detailed description of the method and program or work to be done.
10. **Preparation of Proposals** - Proposals must be submitted upon the prescribed forms provided herein. All blank spaces must be filled in as noted in ink or typed in both words and numbers with the amounts extended and totaled. No changes shall be made in phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the figures, the written amounts shall govern. Any proposal may be rejected which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for or which shall in any manner fail to conform to the conditions of published notice inviting proposals.
11. **Indemnification & Hold Harmless** - To the fullest extent permitted by law, Contractor shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.
- Note: For proposer's convenience, this certification form is enclosed and is made a part of the proposal package.**
12. **Conflict of Interest** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposal the name of any officer, director, or

agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its' agencies.

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

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

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

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

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

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

14. **Public Entity Crime Information** - A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

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

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

17. **No Contact Clause** – The Okaloosa County Board of County Commissioners have established a solicitation silence policy (No Contact Clause) that prohibits oral and written communication regarding all formal solicitations for goods and services (Formal Bids, Requests for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The Period commences when the procurement document is received and terminates when the Board of County Commissioners approves the award.

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

18. **Payments** – The contractor shall be paid upon submission of invoices, in duplicate, to the Okaloosa County Facility Maintenance Department, 5489 Old Bethel Rd, Crestview FL 32536; Attn: Don Turner. The invoices must confirm to the prices stipulated herein for articles delivered and accepted.
19. **Protection of Resident Workers** – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Contractors doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security's website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

## INSURANCE REQUIREMENTS

### Contractor's Insurance

- A. The **CONTRACTOR** shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Management Director.
- B. All insurance policies shall be with insurers licensed to do business in the State of Florida, and any insuring company is required to have a minimum rating of A, Class X in the Best Key Rating Guide published A. M. Best & Co., Inc.
- C. All insurance shall include the interest of all entities names in and its respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
- D. The County of Okaloosa shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation and Professional Liability.
- E. The County of Okaloosa shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual agreements between the County of Okaloosa and the **CONTRACTOR**.
- F. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the **CONTRACTOR**.
- G. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the **CONTRACTOR**, which are involved, and which is a part of the contract.
- H. The County reserves the right at any time to require the **CONTRACTOR** to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
- I. The designation of **CONTRACTOR** shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
- J. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the County Representative.

### Workers' Compensation Insurance

1. The **CONTRACTOR** shall secure and maintain during the life of this agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County of Okaloosa, the **CONTRACTOR** shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished the County of Okaloosa not less than ten (10) days prior to the commencement of any and all sub-contractual agreements which have been approved by the County of Okaloosa.
2. Such insurance shall comply with the Florida Workers' Compensation Law.
3. Coverage shall include a waiver or subrogation clause in favor of Okaloosa County. Also, this endorsement must be indicated on all Certificates of Insurance.

### Business Automobile and Commercial General Liability Insurance

- A. The **CONTRACTOR** shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-Owned & Hired motor vehicle coverage.
- B. The **CONTRACTOR** shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
- C. In addition to the required coverage in B. above, Commercial General Liability coverage shall include the following:
  - 1.) On and Off Premises Operation Liability
  - 2.) Personal Injury Liability Insurance
  - 3.) Independent Contractor Liability
  - 4.) Completed Operations and Products Liability
- D. The **CONTRACTOR** shall agree to maintain in force Commercial General Liability Insurance including Completed Operations and Products Liability coverage for at least two (2) years following acceptance of the project by the COUNTY.
- E. 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.

**Limits of Liability**

The insurance required shall be written for not less than the following limits unless law requires higher amounts:

<b><u>COVERAGE</u></b>	<b><u>LIMIT</u></b>
A. Workers Compensation 1.) State 2.) Employers Liability	Statutory \$1 million each accident
B. Business Automobile	\$1 million each occurrence (Combined Single Limit)
C. Commercial General Insurance	\$1 million each occurrence (Combined Single Limit)
D. Professional Liability	\$1 million each occurrence (Combined Single Limit)
E. Personal and Advertising Injury	\$250,000

**Owner & Contractor's Protective Liability**

In addition to the liability requirements above, the **CONTRACTOR** shall, at his expense, provide an Owner and **CONTRACTOR's** Protective Liability insurance policy issued in the name of the OWNER and ENGINEER. Coverage shall be provided under this policy for not less than the following amounts:

A. Bodily Injury	\$1 million each occurrence
B. Property Damage	\$1 million each occurrence

**Property Insurance**

**CONTRACTOR** shall purchase and maintain property insurance upon the Work at the site in the amount of the full replacement cost. Any deductible amount is the responsibility of the **CONTRACTOR**. This insurance shall (1) include as an insured the OWNER, CONTRACTOR, ENGINEER and any others who have an insurable interest, (2) be written on a Builder's Risk special cause of loss policy form; (3) include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects); (4) cover materials and equipment stored on the site or at another location that was agreed on in writing by the OWNER prior to being incorporated in the Work; (5) allow for partial utilization of the work by the OWNER; (6) include testing and startup; and, (7) be maintained in effect until final payment is made unless otherwise agreed to in writing by the OWNER, **CONTRACTOR** and ENGINEER with 30-day written notice to each other entity to whom a certificate of insurance has been issued.

**Notice of Claims or Litigation**

The **CONTRACTOR** agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the **CONTRACTOR's**

knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the **CONTRACTOR** becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

### **Indemnification and Hold Harmless**

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

### **Certificate of Insurance**

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

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

- B. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
- C. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer.
- D. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs). County requests that all deductibles or SIRs be no greater than \$10,000. However, **CONTRACTORS** having insurance with higher deductibles may submit a proposal without penalty reflecting the pricing for their deductible provided that **CONTRACTOR** also submits a brief company financial statement.
- E. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the **CONTRACTOR** has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.
- F. In the event of failure of the **CONTRACTOR** to furnish and maintain said insurance and to furnish satisfactory evidence thereof, Okaloosa County shall have the right (but not the obligation) to take out and maintain insurance on the project. All costs for the coverage will be paid by **CONTRACTOR** upon presentation of a bill.

### **General Terms**

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



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

Should the **CONTRACTOR** engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

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

### **Umbrella Insurance**

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

# CONFLICT OF INTEREST DISCLOSURE FORM

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

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

YES \_\_\_\_\_

NO \_\_\_\_\_

**NAME(S)**

**POSITION(S)**

---

---

---

---

FIRM NAME: \_\_\_\_\_

BY (PRINTED): \_\_\_\_\_

BY (SIGNATURE): \_\_\_\_\_

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

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

\_\_\_\_\_

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

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

# DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

DATE: \_\_\_\_\_

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

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

NAME: \_\_\_\_\_

(Typed or Printed)

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

## NO CONTACT CLAUSE

The Board has 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 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, the County Administrator or members of the Board Approved Review Committee. All questions or requests for information regarding the solicitation **must** be directed to the designated Purchasing Representative listed in the solicitation.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Director or his appointed representative. It shall be the Purchasing Director's decision whether to consider this information in the decision process.

Any 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.

## INDEMNIFICATION AND HOLD HARMLESS

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

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

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

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

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

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
FAX Number

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

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

\_\_\_\_\_  
**DATE**

**NOTICE TO PROCEED**

DATE: \_\_\_\_\_

TO:

**PROJECT:** \_\_\_\_\_

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_, 2014, on or before \_\_\_\_\_, and you are to complete the WORK within \_\_\_\_\_. The date of completion of all WORK is therefore \_\_\_\_\_.

You are required to return an acknowledged copy of this **NOTICE TO PROCEED** to the **OWNER:** Okaloosa County Purchasing, 602-C North Pearl St, Crestview, FL 32536.

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS  
**OWNER**

BY: \_\_\_\_\_  
Zan Fedorak

TITLE: Purchasing Services Manager

**ACCEPTANCE OF NOTICE**

Receipt of the above **NOTICE TO PROCEED** is hereby acknowledged.

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

This the \_\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Type or Print Name

Title: \_\_\_\_\_

## NOTICE OF AWARD

TO:

**PROJECT  
DESCRIPTION:**

The OWNER has considered the PROPOSAL submitted by you for the above-described WORK in response to its Advertisement for Proposals dated \_\_\_\_\_ and Information for Proposers.

You are hereby notified that your **PROPOSAL** has been accepted for items in the amounts of \$ \_\_\_\_\_.

You are required by the Instructions to Proposers to execute the Agreement and furnish the required CONTRACTOR'S Performance Bond, Payment Bond, and Certificates of Insurance within fifteen (15) calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said bonds within fifteen (15) calendar days from the date of this notice, said **OWNER** will be entitled to consider all your rights arising out of the **OWNER's** acceptance of your **PROPOSAL** as abandoned and as a forfeiture of your **PROPOSAL Bond**. The **OWNER** will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this **NOTICE OF AWARD** to the **OWNER**: Okaloosa County Purchasing, 602-C North Pearl St., Crestview, FL 32536. If you have any questions, please call Jack Allen at 850-689-5960.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2014.

**OWNER – OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS**

BY: \_\_\_\_\_ TITLE Purchasing Services Manager  
Zan Fedorak

### ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

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

This the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

Title: \_\_\_\_\_

# 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 in **providing Construction Management services for a New Office Building at the Okaloosa County Sheriff's Administrative Offices in Shalimar, FL, as per the attached proposal and scope** for a not to exceed total price of \$\_\_\_\_\_ in strict conformity with the provisions of this Contract, the Notice to Contractors, the Specifications and the Plans approved by the Owner. The said Plans, Specifications, the Notice to Contractors, and the Proposal are hereby made a part of this agreement as fully and to the same effect as if the same had been set forth at length in the body of this agreement.

In consideration of the foregoing promises, the Party of the First Part agrees to pay to the Party of the Second Part such unit prices for the work actually done as are set out in the accompanying proposal in the manner provided in the said Specifications.

The Contractor shall be prepared to begin work to be performed under the contract as he set forth in his proposal, but will not proceed until he receives official notice to begin. The official notice will stipulate the date upon which it is expected that the Contractor will begin his work and from which date the working days tabulated against his time limit will begin; all other requirements in regard to the beginning of construction stipulated in the proposal and Special Provisions will date from the official notice. The place where the work is to be started will either be stated in the "Notice to Proceed"; or will be designated on the ground. The work shall be prosecuted from as many different points, in such part or parts and at such times as may be directed, and shall be conducted in such a manner and with sufficient materials, equipment and labor as is considered necessary to insure its completion with the time set forth in the proposal. Should the prosecution of work for any reason be discontinued by the Contractor, with the consent of the Engineer, he shall notify the Engineer at least twenty-four (24) hours before again resuming operations.

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

**Donald L. Turner, County Facility Maintenance Director**  
5489 Old Bethel Rd.  
Crestview FL 32536  
850-689-5790  
E-Mail: [dturner@co.okaloosa.fl.us](mailto:dturner@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 Kublick  
Contracts & Leases Coordinator  
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:**

\_\_\_\_\_

\_\_\_\_\_  
**CONTRACTOR**

BY \_\_\_\_\_

\_\_\_\_\_  
**TITLE**

**STATE OF FLORIDA  
COUNTY OF OKALOOSA**

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

**WITNESS**

**COUNTY OF OKALOOSA, FLORIDA**

\_\_\_\_\_  
Don W. Howard  
Deputy Clerk of Court

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

RANKING SHEET  
 RFQ# BCC 42 - 14

**REQUEST FOR QUALIFICATIONS  
 FOR CONSTRUCTION MANAGEMENT SERVICES  
 FOR A NEW 11,000+ GSF OFFICE BUILDING  
 AT THE OKALOOSA COUNTY SHERIFF'S OFFICE LOCATED AT  
50 2ND STREET, SHALIMAR, FL**

COMPANY NAME					
RESPONSIVENESS (included all required documents) 0-10 points					
PROJECT TEAM EXPERIENCE 0-10 points					
APPROACH TO PROJECT 0-10 points					
CONSTRUCTION MANAGEMENT EXPERIENCE 0-20 points					
CURRENT WORKLOAD & CAPACITY 0-5 points					
LOCAL PROJECT EXPERIENCE 0-10 points					
FINANCIAL STATEMENT 0-5 points					
REPUTATION 0-10 points					
SIMILAR PROJECT EXPERIENCE 0-20 points					
TOTAL (100 points max.)					

REVIEWER NAME (print)

DATE

SIGNATURE