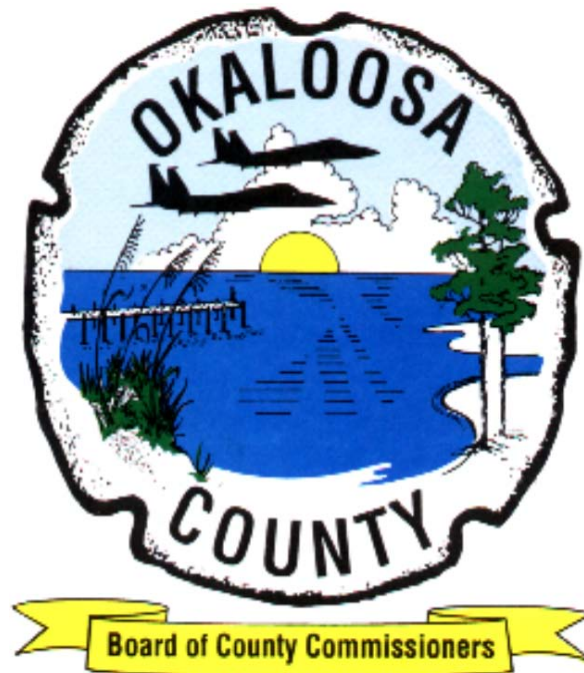


**REQUEST FOR BIDS
FOR MINOR REPAIRS AND ADDITIONS TO THE
OKALOOSA COUNTY HEALTH DEPARTMENT
MODULAR BUILDING LOCATED AT 221 HOSPITAL
DRIVE NORTHEAST, FT. WALTON BEACH, FL.**



BID #: HD 32-14

BID OPENS: March 5, 2014 @ 3:00 P.M.

NOTICE TO BIDDERS

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed bids until **3:00 p.m.** (local time) **March 5, 2014** for **minor repairs and additions to the Okaloosa County Health Department modular building, located at 221 Hospital Drive Northeast, Fort Walton Beach, FL.** Pursuant to copies of bid provisions, bid forms, drawings and specifications may be obtained from the Okaloosa County Purchasing Department, 602-C North Pearl Street, Crestview, FL 32536; 850-689-5960 or they may be downloaded from our website at www.co.okaloosa.fl.us (Departments, Purchasing, Vendor Registration & Opportunities).

At **3:00 p.m.** (local time) **March 5, 2014**, the bids will be opened and read aloud. All bids must be in sealed envelopes reflecting on the outside thereof the bidder's name and "**Bid on minor repairs and additions to the Okaloosa County Health Department modular building, located at 221 Hospital Drive Northeast, Fort Walton Beach, FL. to be opened at 3:00 p.m., March 5, 2014**". The Board of County Commissioners will consider all bids properly submitted at its scheduled Bid Opening in the Conference & Training Room #305 located at 302 N. Wilson St, Crestview, FL 32536. Bids may be submitted in the Conference & Training Room #305, prior to Bid Opening or delivered to the Clerk of Circuit Court, 302 N. Wilson St., #203, Crestview, FL 32536.

A mandatory pre-bid meeting will be held at the site on **February 24, 2014 at 9:00 a.m., 221 Hospital Drive Northeast, Fort Walton Beach, FL.** Any bidder desiring consideration at the bid opening must be present at the pre-bid conference.

There is no obligation on the part of the County to award the bid to the lowest bidder, and the County reserves the right to award the bid to the bidder submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of Okaloosa County, and to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting negotiating agreement that is in its best interest and its decision shall 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:

Clerk of Circuit Court
Attn: Gary Stanford
Newman C. Brackin Bldg.
302 N. Wilson St. #203
Crestview FL 32536

Zan Fedorak
Purchasing Manager

Date

Board of County Commissioners
Okaloosa County

Charles K. Windes, Jr.
Chairman

SCOPE OF WORK

PART 1 - GENERAL

1.01 SCOPE OF WORK

1.1 The Scope of Work to be performed under this contract includes, but is not limited to, minor repairs and additions to an existing, four section portable building located on the campus of the Okaloosa County Health Department at 221 Hospital Drive, Ft. Walton Beach, Florida 32548. Primary features of the work will be adding new skirting to the building, new accessibility ramps, new landscaping, removal of old carpeting, installation of new vinyl flooring, installing trim at the juncture of building units, providing piping as required for plumbing fixtures, installation of new concrete walks and new striping at five parking spaces around the building. Time is of the essence for this project as it has a total completion target date of May 16th, 2014. **Bidders should be able to demonstrate their ability to complete the work and submit all invoices by May 16, 2014.**

1.2 Items to be **furnished by Owner** and installed by the owner or others are as follows:

- A. Sewer and water taps and piping from a point 5'-0" outside the building to their connection at existing utility lines. The costs for tap fees, permits and surveys, if any, will be paid directly by the owner.
- B. Security System
- C. Computer cabling
- D. Televisions and telephones
- E. Furnishing
- F. Interior wall touch-up painting

1.3 Items to be **furnished by and installed by Contractor** are as follows:

- A. Landscape work
- B. Exterior and interior finishes
- C. Partition repairs, door repairs and/or replacement
- D. Ceiling repairs
- E. Plumbing work
- F. Minor electrical repairs

PART 2 - QUALIFICATIONS OF BIDDERS

2.01 CONTRACTOR

- A. Bidders shall be Building Contractors properly licensed under existing Federal, State and Local laws.

PART 3 - BIDDERS REPRESENTATIONS

3.01 GENERAL

A. Each Bidder, by making his Bid, represents that:

- 1. He has read and understands the Bidding Documents and his Bid is made in accordance therewith.

2. He has visited the site, has familiarized himself with the local conditions under which the Work is to be performed and has correlated his observations with the requirements of the Contract Documents. Each Bidder shall be held to represent that he has made the foregoing examination in complete detail and has determined beyond doubt that the documents and existing conditions are sufficient, adequate and satisfactory for completion of the project.
3. No claim for additional compensation will be entertained on behalf of or paid to Roofing Contractor or any Subcontractor on account of his/her failure to be fully informed of all requirements of all parts of the Specifications, Addenda or Drawings. They are part of the Contract Documents and of the Contract and all Bidders should be thoroughly familiar with the content and requirements before submitting proposals.

PART 4 - COPIES OF BIDDING DOCUMENTS

4.01 BIDDING DOCUMENTS

Contractors / Bidders may obtain sets of the Building Plans from the following;

Blueprints Now, Inc. (Ft Walton Beach Store), 1130 Hospital Road, Ft Walton Beach, FL 32547 upon payment by the bidder.

4.02 USE OF DOCUMENTS

Bidders shall use complete sets of Bidding Documents in preparing bids:

Neither the Owner nor the Architect assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

PART 5 - INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

5.01 NOTIFICATION OF ERROR

Bidders and Subcontractors shall promptly notify the Architect of any ambiguity, inconsistency or error which they may discover upon examination of the Bidding Documents or of the site and local conditions.

5.02 CLARIFICATIONS

Bidders and Subcontractors requiring clarification or interpretation of the Bidding Documents shall make a written request to have any legal bearing on the interpretation which shall reach the Architect at least seven (7) days prior to the date for receipt of Bids.

5.03 INTERPRETATIONS / CORRECTIONS

Any interpretation, correction or change of the Bidding Documents will be made by written Addendum. Interpretations, corrections or changes in the Bidding Documents made in any other manner will not be binding and Bidders shall not rely upon such interpretations, corrections and changes. Neither the Architect nor the Owner shall assume responsibility for vocal explanation or interpretation of the documents.

5.04 FAILURE TO BE FULLY INFORMED

No claim for additional compensation will be entertained on behalf of or paid to Roofing Contractor or any Subcontractor on account of his/her failure to be fully informed of all requirements of all parts of the Specifications, Addenda or Drawings. They are part of the Contract Documents and of the Contract and all Bidders should be thoroughly familiar with the content and requirements before submitting proposals.

PART 6 - LAWS AND REGULATIONS

6.01 GENERAL

- A. The Bidder is required to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Bidder will in no way relieve him from responsibility.
- B. Comply with requirements of all Federal, State, and Local laws, including ordinances and regulations having the force of Law, as applicable to the Work required for the project.
- C. Any building construction whether on county property or private, requires the issuance of a County Building Permit.

PART 7 - PROCEDURAL REQUIREMENTS

7.01 SOURCE LIMITATIONS

- A. The Contractor shall provide products of the same generic kind, from a single source, for each unit of work, to the fullest extent possible.
- B. When it is possible to do so, match separate procurements as closely as possible. To the extent that the product selection process is under the Contractor's control, provide products that are compatible with previously selected products.
- C. Where standard products are available that comply with specified requirements, provide those standard products that have been used successfully before in similar applications, and that are recommended by the manufacturers for, the applications indicated.

7.02 CHANGE ORDER

- A. Approval of substitutions is possible only by the Change Order or Supplemental Instructions procedure.

SPECIAL BID CONDITIONS

1. **PROJECT DESCRIPTION** – Work included under this contract shall include all labor, permits, and materials required to perform minor repairs and additions to the Okaloosa County Health Department Modular Building.
2. **PRE-BID ACTIVITY**
 - A. **Bid Information** – Questions concerning bid requirements or specifications should be directed to the Okaloosa County Purchasing Department, 602-C North Pearl St., Crestview FL 32536; 850-689-5960. Any changes by the County to specifications shall be in writing in the form of an addendum and furnished to all bidders. Verbal information obtained otherwise will not be considered in awarding of bids.
 - B. The deadline for submittal of questions and comments on the plans and bid documents will be submitted (7) days prior to the due date. No additional information will be provided after such time.
3. **PREPARATION OF BID** – The bid form is included with the bidding documents. Additional copies may be obtained from the County. The bidder shall submit an original and two (2) copies of the bid form.

All blanks on the bid form shall be completed by printing in ink or by typewriter in both words and numbers with the amounts extended, totaled and the bid signed. A bid price shall be indicated for each section, bid item, alternative, adjustment unit price item, and unit price item listed therein, or the words "No Bid", "No Change", or "Not Applicable" entered. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the figures, the written amount shall govern. Any bid may be rejected which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting bids.

A bid by corporation shall be executed in the corporate name by the president or a vice president or other corporate officer who has legal authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary.

A bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A bid by an individual shall show the bidder's name and official address.

A bid by a joint venture shall be executed by each joint venture in the manner indicated on the bid form. The official address of the joint venture must be shown below the signature.

All names shall be typed or printed in ink below the signature.

The bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the bid shall be shown.

If the bidder is an out-of-state corporation, the bid shall contain evidence of bidder's authority and qualification to do business as an out-of-state corporation in the State of Florida in accordance with Article 3. Bidder shall state contractor license # for the State of Florida shall also be shown on the bid form. Contractor shall be licensed in accordance with the requirements of Chapter 489 of the Florida Statutes.

4. **SUBMITTAL OF BID** – A bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the bid is submitted), the name and address of the bidder, and shall be accompanied by the bid security and other required documents. If a bid is sent by mail or other delivery system, the sealed envelope containing the bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "Bid Enclosed." A mailed bid shall be addressed to:

Minor Repairs and Additions to the Okaloosa County Health Department Modular Building
Clerk of Circuit Court
Attn: Gary Stanford
Newman C. Brackin Bldg.
302 N. Wilson St., #203
Crestview FL 32536

Note: Crestview is not a next day delivery site for overnight carriers.

5. **MODIFICATION & WITHDRAWAL OF BID** - A bid may be notified or withdrawn by an appropriate document duly executed in the manner that a bid must be executed and delivered to the place where bids are to be submitted prior to the date and time for the opening of bids.

If within 24 hours after bids are opened any bidder files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its bid, that bidder may withdraw its bid, and the bid security will be returned. Thereafter, if the work is rebid, that bidder will be disqualified from 1) further bidding on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

6. **OPENING OF BIDS** - Bids will be opened at the time and place indicated in the advertisement or invitation to bid and unless obviously non-responsive, read aloud publicly. A tabulation of the amounts of bids will be made available to bidders after the opening of bids.

7. **BID OPENING INFORMATION** – Bid Opening shall be public, on the date and time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place. Offers by telegram, facsimile, or telephone are **NOT** acceptable.

8. **BID TABULATION SHEET** – Any bidder interested in receiving a copy of the bid tabulation sheet **must** enclose a stamped self-addressed envelope with their bid.
9. **BIDS TO REMAIN SUBJECT TO ACCEPTANCE** – All bids will remain subject to acceptance or rejection for sixty (60) calendar days after the day of the bid opening, but the County may, in its sole discretion, release any bid and return the bid security prior to the end of this period.
10. **AWARD OF CONTRACT**
 - A. **Okaloosa County Review** - All bidders should be advised that Okaloosa County designated Staff will review all bids and will participate in the Recommendation to Award.
 - B. **Right to Waive & Reject** – Okaloosa County, in its absolute discretion, may reject any proposal of a proposer that has failed, in the opinion of the County, 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 County, to perform a prior contract in a satisfactory manner, and has directed the County to emphasize this condition to potential proposers.
 - C. The County will award the bid to the lowest bidder, and the County reserves the right to award the bid to the bidder submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all bids or to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting negotiated agreement that is in its best interest and its decision shall be final.
 - D. Okaloosa County reserves the right to waive any informalities or reject any and all bids, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this bid and to accept the bid that in its judgment will best serve the interest of the County.
 - E. Okaloosa County specifically reserves the right to reject any conditional bids and will normally reject those which made it impossible to determine the true amount of the bid. Each item must be bid separately and no attempt is to be made to tie any item or items to any other item or items.
11. **DISQUALIFICATION OF BIDDERS** - 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 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.
 - H. Listing of the bidder by the Federal Government on its barred/suspended vendor list.
12. **APPLICABLE LAWS & REGULATIONS** – The bidder’s attention is directed to the fact that all applicable Federal state laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the bid throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.
13. **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.
14. **CONFLICT OF INTEREST** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposals the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies.
- Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its 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 bidder’s convenience, this certification form is enclosed and is made a part of the bid package.**
15. **IDENTICAL TIE BIDS** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and service are received by the County for the procurement of commodities or contractual services, a bid 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 bids will be followed if none of the tied vendors have a drug-free workplace program.

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

16. 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.

17. RECYCLED CONTENT INFORMATION - In support of the Florida Waste Management Law, bidders are encouraged to supply with their bid any information available regarding recycled material content in the products bid. The County is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.) and the percentage of recycled material contained in the product. The County also requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.

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

18. INVESTIGATION OF BIDDER – The County may make such investigations, as it deems necessary to determine the stability of the bidder to perform the work and that there is no conflict of interest as it relates to the project. The bidder shall furnish to the Owner any additional information and financial data for this purpose as the County may request.

19. BONDING REQUIREMENTS

A. **Bid Bond** – A bid bond, in the form prescribed, Cashier's or Certified check, is required in an amount not less than five percent (5%) of the total contract amount. The Bid Bond must be attached to the bid.

20. WARRANTY – (The warranty will be in the name of Okaloosa County)

A. Warranty work specified herein is for a minimum of one (1) year from delivery against defects in materials and in labor and workmanship. **State the manufacturer's warranty with your bid.**

21. CONDITIONAL & INCOMPLETE BIDS - Okaloosa County specifically reserves the right to reject any conditional bid and will normally reject those bids which make it impossible to determine the true amount of the bid.

22. INVESTIGATION OF BIDDER – The Owner may make such investigations as he deems necessary to determine the stability of the bidder to perform the work and that there is no

conflict of interest as it relates to the project. The bidder 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 bidder proposes to use, indicating which portions he already possesses and a detailed description of the method and program or work to be done.

23. **FINAL ACCEPTANCE** – Payment will not be made until the Owner determines that the tower delivered meets all specifications.
- A. Delivery of equipment to Okaloosa County Board of County Commissioners does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the equipment meets contract specifications and conditions as listed. Should the delivered equipment differ in any respect from specifications, payment will be withheld until such time as the supplier takes necessary corrective action. The Purchasing Department shall be notified of the deviation in writing within 10 days and the provisions of the delivery paragraph shall prevail. If the proposed corrective action is not acceptable to Okaloosa County, the final acceptance of the equipment, in which case the equipment remains the property of the supplier and the County shall not be liable for payment for any portion thereof.
24. **SPECIFICATION EXCEPTIONS** – Specifications are based on the most current literature available. Bidder shall clearly list any change in the manufacturer’s specifications which conflict with the bid specifications. Bidder must also explain any deviation from the bid specification in writing, as a foot note on the applicable bid page and enclose a copy of the manufacturer’s specifications data detailing the changed item(s) with their bid. Failure of the bidder to comply with these provisions will result in bidders being held responsible for all costs required to bring the equipment in compliance with contract specifications.
25. **ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this bid or resulting contract when deemed to be in the County’s best interest.
26. **LOCAL PREFERENCE** - Okaloosa County reserves the right to grant a preference to in-county bidders only when bids are received from firms located in states, counties, municipalities or other political subdivisions which offer preference to bidders located in such political subdivisions. The amount of preference given to local bidders will be the same as that given by the state, county, municipality or other political subdivisions in which a bidder is located. If the political subdivision in which a bidder is located offers a preference to its local firms, that bidder must plainly state the extent of such preference to include the amount and type preference offers. Any bidder failing to indicate such preference will be removed from the County bid list and any and all bids from that firm will be rejected.
- Note: For bidder’s convenience, this certification form is enclosed and is made a part of the bid package.**
27. **REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Bids will not be considered from vendors who are currently involved in official financial reorganization or bankruptcy proceedings.
28. **PAYMENTS** – The contractor shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N.

Wilson St., #203, Crestview FL 32536. The prices stipulated herein for articles delivered and accepted. Invoices must show Purchase Order #.

29. **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, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences when the procurement document is received and terminates when the Board of County Commissioners approves an award.

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

BID PRICE – The bid price shall include all equipment, labor, materials, permit(s), freight, taxes, required insurance, Public Liability, Property Damage and Workers' Compensation, etc. to cover the finished work called for.

30. The following documents are to be submitted with the bid packet. No electronic signatures will be accepted.

- A. Specifications
- B. Conflict of Interest Disclosure Form
- C. Drug-Free Workplace Certification Form
- D. Recycled Content Form
- E. Local Preference Data Sheet
- F. No Contact Clause
- G. Federal E-Verify Compliance Certification
- H. Indemnification and Hold Harmless
- I. Addendum Acknowledgement
- J. Reference Data Sheet
- K. Company Data
- L. Bid Sheet
- M. Contract (signed and ready to execute)
- N. Bidder Survey

INSURANCE REQUIREMENTS

Contractor's Insurance

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

cancellation or amendment. Such notice shall be given directly to the County Representative.

Workers' Compensation Insurance

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

Business Automobile and Commercial General Liability Insurance

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

4.) Completed Operations and Products Liability

- A. **CONTRACTOR** shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for two (2) years beyond acceptance of project.

Limits of Liability

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

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

Notice of Claims or Litigation

The **CONTRACTOR** agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the **CONTRACTOR's** knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the **CONTRACTOR** becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

Indemnification & Hold Harmless

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

Certificate of Insurance

- 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:

B.

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

- C. 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.

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

REFERENCE DATA SHEET

NAME OF CUSTOMER
ADDRESS
PHONE NUMBER
PERSON TO CONTACT

NAME OF CUSTOMER
ADDRESS
PHONE NUMBER
PERSON TO CONTACT

NAME OF CUSTOMER
ADDRESS
PHONE NUMBER
PERSON TO CONTACT

NAME OF CUSTOMER
ADDRESS
PHONE NUMBER
PERSON TO CONTACT

NAME OF CUSTOMER
ADDRESS
PHONE NUMBER
PERSON TO CONTACT

COMPANY DATA

Physical Address & Phone #: _____

Bidder's Company Name: _____

Physical Address: _____

Contact Person
(Typed – Printed): _____

Phone #: _____

Cellular #: _____

Federal ID # or SS #: _____

Contractor's License #: _____

Fax #: _____

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

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 _____

NAME(S)

POSITION(S)

FIRM NAME: _____

BY (PRINTED): _____

BY (SIGNATURE): _____

TITLE: _____

ADDRESS: _____

PHONE NO. _____

E-MAIL _____

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

DATE: _____ SIGNATURE: _____
COMPANY: _____ NAME: _____
ADDRESS: _____ (Typed or Printed)
TITLE: _____
E-MAIL: _____
PHONE NO.: _____

"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, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department.

The period commences when the procurement document is received and terminates when the Board of County Commissioners approves an award.

When the solicitation silence period is in effect, no oral or written communication is allowed regarding the solicitation between prospective bidders/proposers and members of the Board of County Commissioners, the County Administrator or members of the Board Approved Review Committee. All questions or requests for information regarding the solicitation **must** be directed to the designated Purchasing Representative listed in the solicitation.

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

Any attempt by a vendor/proposer to influence a member or members of the aforementioned shall be grounds to disqualify the proposer from consideration during the selection process.

All proposers must agree to comply with this policy by signing the following statement and including it with their submittal.

I _____ representing _____
Signature Company Name

Hereby agree to abide by the County's "**No Contact Clause**" and understand violation of this policy shall result in disqualification of my proposal/submittal.

ADDENDUM ACKNOWLEDGEMENT

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

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

Bidder Firm Name: _____

Address: _____

Title: _____

Phone #: _____

FAX No.: _____

RECYCLED CONTENT FORM

RECYCLED CONTENT INFORMATION

1. Is the material in the above: Virgin_____ or Recycled_____ (Check the applicable blank). If recycled, what percentage _____%.

Product Description: _____

2. Is your product packaged and/or shipped in material containing recycled content?

Yes_____ No_____

Specify: _____

3. Is your product recyclable after it has reached its intended end use?

Yes_____ No_____

Specify: _____

The above is not applicable if there is only a personal service involved with no product involvement.

Name of Bidder: _____

E-Mail: _____

LOCAL PREFERENCE DATA SHEET

Okaloosa County grants a preference to in-county bidders only when bids are received from firms located in states, municipalities or other political subdivisions which offer preference to bidders located in such political subdivisions. The amount of preference given to local bidders will be the same as that given by the state, county, municipality or other political subdivisions in which the out-of-county bidder is located. If the political subdivision in which a bidder is located offers a preference to its local firms, that bidder must plainly state the extent of such preference to include the amount and type preference offered. Any bidder failing to indicate such preference will be removed from the County bid list and any and all bids from that firm will be rejected.

Does the state, county, municipality or political subdivision in which your firm is located offer a preference to their local bidders? If "YES," list below the extent of such preference. (If your firm is located in Okaloosa County, you will check "YES"-reciprocal only.)

YES _____

NO _____

If yes, you must identify how you confirmed this information or who you spoke with within your area of business location below:

Bidder's Company Name

Authorized Signature

Printed Name

Date

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Proposer hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the contractor during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

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.

Bidder's Company Name

Authorized Signature – Manual

Physical Address

Authorized Signature – Typed

Mailing Address

Title

Phone Number

FAX Number

Cell Number

After-Hours Number(s)

DATE

E-MAIL Address

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 delivery all materials required to be furnished and delivered in and about the improvement and to do and perform all work **Minor Repairs and Additions to Okaloosa County Health Department Portable Outpatient Clinic Phase Two** (Bid # **HD 32-14**) in strict conformity with the provisions of this Contract, the Notice to Contractors, Specifications and the Plans approved by the Owner. The said Plans, Specifications, Notice to Contractors and 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/Consultant shall be prepared to begin work to be performed under the contract as he set forth in his proposal, but will not proceed until the contract has been executed. This contract shall be in effect upon signatures by both parties and shall run through the length of the project.

REPRESENTATIVES: The authorized representative of the County shall be:

Okaloosa County Public Health Unit
Shaun May
221 Hospital Drive Northeast
Fort Walton Beach, FL.
850/833-9240 x 2145
E-Mail: Shaun.May@flhealth.gov

The authorized representative for _____ shall be:

E-Mail: _____

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

Joanne Kublik
Contracts & Leases Coordinator
Okaloosa County Purchasing Department
602-C North Pearl Street
Crestview, FL 32536
850-689-5960 / 850-689-5032 (FAX)
E-Mail: 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

ATTEST:

COUNTY OF OKALOOSA, FLORIDA

Gary Stanford
Deputy Clerk of Court

BY _____
Charles K. Windes, Jr., Chairman

BID SHEET

BID #: HD 32-14

BID ITEM: MINOR REPAIRS AND ADDITIONS TO OKALOOSA CO. HEALTH DEPT. PORTABLE
OUTPATIENT CLINIC PHASE TWO

Bidder agrees to perform all work described in the specification for the following amount:

Description

MINOR REPAIRS AND ADDITIONS TO OKALOOSA CO. HEALTH DEPT. PORTABLE OUTPATIENT
CLINIC \$_____ TOTAL

221 HOSPITAL DR. NE
Fort Walton Beach, FL 32548

of days estimated to start work _____
of days estimated to complete work _____

Remarks:

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

Bidder's Company Name

Authorized Signature - Manual

Authorized Signature - Typed

Address

Title

Phone #

Fax #

Federal ID # or SS #

BIDDER SURVEY

(Please fill out and return with your bid)

BID #: **HD 32-14**

BID ITEM: _____

1. **HOW DID YOU LEARN ABOUT THIS BID?**

_____ Newspaper Classified _____ Plan Room
_____ Bid Net _____ County Website
_____ Other, explain: _____

2. **HOW DID YOU OBTAIN A COPY OF THIS BID?**

_____ From Dept. _____ From Website/E-mail
_____ From Consultant _____ Other, explain: _____

3. **IF YOU HAD QUESTIONS ABOUT THIS BID, WERE YOU ABLE TO GET ANSWERS?**

_____ Yes _____ No

a. **Did you get answers from:**

_____ Consultant _____ Purchasing _____ Requesting Dept.

4. **IF THERE WAS A PRE-BID MEETING, DID YOU ATTEND?** _____ Yes _____ No

a. **If so, was the meeting worthwhile?** _____ Yes _____ No

b. **Would you make any changes to the meeting format?** _____ Yes _____ No

If yes, please elaborate. _____

5. **IS THE BID DOCUMENT FORMAT EASY TO READ?** _____ Yes _____ No

a. If you could improve or change the document, what would you change? _____

6. **DID THE BID TIMELINE GIVE YOU ENOUGH TIME FOR YOU TO PREPARE A BID?**

_____ Yes _____ No

Please list any suggestions you have that could improve our service to you or your department: _____
