

**INFORMATION TECHNOLOGY SERVICES
FOR OKALOOSA COUNTY INFORMATION SYSTEMS**



RFQ #: IS 43-14

RFQ DUE: May 23, 2014 @ 4:00 P.M.

**THE INTENT OF THIS RFQ IS TO OBTAIN
INFORMATION TECHNOLOGY SERVICES
FOR OKALOOSA COUNTY INFORMATION SYSTEMS**

**REQUEST FOR QUALIFICATIONS
INFORMATION TECHNOLOGY SERVICES
OKALOOSA COUNTY INFORMATION SYSTEMS**

The Okaloosa County Board of County Commissioners under the provisions of Section 287.055, Florida Statutes and County policy, request qualifications from professional firms for **professional information technology services including but not limited to: networking, networking equipment, fiber connections, design, VoIP, routing, switching, administration, analysis, installation, security, storage, virtual environments and email.** The nature of the service will be to provide ongoing support and coordination in order to enhance and ensure proper implementation of the aforementioned system components. Services of the consultant shall be under the general direction of the County Department Director initiating the work or his or her designee, who shall act as the County's representative during the performance of the scope of services.

Information technology firms desiring consideration should provide three (3) originals and six (6) copies of their Request for Qualifications (RFQ) with the firm's areas of expertise identified. Selected firm(s) will not be required to have expertise in all the areas specified above. Submissions should be portrait orientation, unbound, and 8 ½" x 11" where practical. Guidelines detailing form and content requirements for the statement of qualifications are available by contacting Okaloosa County Purchasing, 602-C North Pearl St., Crestview, FL 32536, 850-689-5960, or http://www.co.okaloosa.fl.us/dept_purchasing.html.

RFQs must be delivered to the Okaloosa County Purchasing Department at the address below no later than **4:00 p.m., May 23, 2014** in order to be considered.

All RFQs must be in sealed envelopes reflecting on the outside thereof **“Request for Qualifications for Information Technology Services for Okaloosa County Information Systems”**.

All RFQs should be addressed as follows:
Okaloosa County Purchasing Dept
602-C North Pearl St
Crestview FL 32536

Zan Fedorak
Purchasing Manager

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FL

Charles K. Windes, Jr.
Chairman

Deputy Clerk

**GUIDELINES FOR REQUEST FOR QUALIFICATIONS (RFQ)
INFORMATION TECHNOLOGY SERVICES FOR
OKALOOSA COUNTY INFORMATION SYSTEMS**

The purpose of this Request for Qualifications is to provide interested consultants with guidelines and information to enhance their submission of RFQs on the project entitled **“INFORMATION TECHNOLOGY SERVICES FOR OKALOOSA COUNTY INFORMATION SYSTEMS”**.

It is expected that the consultants’ contract will consist of the technical ability, qualifications and experience of all Vendor staff positions required to complete any information technology projects for professional information technology services including but not limited to: networking, networking equipment, fiber connections, design, VoIP, routing, switching, administration, analysis, installation, security, storage, virtual environments and email. The nature of the service will be to provide ongoing support and coordination in order to enhance and ensure proper implementation of the aforementioned system components. Services of the consultant shall be under the general direction of the County Information Technology Department Director initiating the work or his or her designee, who shall act as the County’s representative during the performance of the scope of services. For any federally-funded projects, the attached requirements apply, and in particular, the highlighted portions: 1) 44 CFR 13, 2) 32 CFR 33, and 3) Federal Agency Rule on Lobbying.

These negotiations will conform to the Florida Consultants Competitive Negotiation Act (CCNA) Chapter 287.057, Florida Statutes and County policy. The term of this contract will be for three (3) years. The County reserves the right to renew any contract for one (1) additional three-year contract period. Renewal of the contract period shall be recommended by the Information Systems Department.

The Board of County Commissioners reserves the right to accept or reject any or all statement of qualifications/proposals or to waive any informality existing in any proposal, or to accept the proposals which best serves the interest and intent of this project and is from the most responsive and responsible firms. An original and six (6) copies of the Requests for Qualifications (RFQ) will be required with all copies having been signed by a company official with the power to bind the company in its contract. All must be completely responsive to the Request for Qualification guidelines for consideration.

The content of the RFQ of the successful firm(s) will become a basis for contractual negotiations. Board of County Commissioners approval will be required to negotiate contract fees after a firm(s) is selected based on technical ability, qualifications and experience. After contracts are signed, each miscellaneous project cost will be negotiated relative to the number of hours required by each position to accomplish the scope of work. The actual information technology costs will be based on time and expenses with a not to exceed limit based on the negotiated hours and expenses. The results of this negotiation will result in a Task Order for the miscellaneous project. The County’s standard form of consulting agreement will be utilized. Payment schedule and basis for payment will be negotiated, but will be based upon documented

work completed. The selected consultants shall be required to assume responsibility for all services offered in their RFQ. The selected consultants will be the sole point of contact concerning contractual matters including payments of any charges resulting from the contract.

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

1. Letter of interest including information on location of the firm's office that will be the lead office for this contract.
2. **Business Credentials** – Provide a synopsis of the consultant's qualifications, to include nature of business, specific capabilities of the firm and length of time in business.
3. **Certifications** - Provide list of any pertinent certifications related to the tasks mentioned on page 2.
4. **Areas of Expertise** – Provide list of your company's area of expertise. Include listing of projects verifying same. Firms **are not required** to have expertise in all areas to be considered.
5. **Project Management Organization** – Describe the organizational structure that will be used to manage projects. The consultant must identify key personnel to be assigned to projects with a brief background summary.
6. **References** – List three (3) references representative of related past experience to include, as a minimum, a contact person, company name, phone number, and a brief description of the project. References from past or current employees of Okaloosa County will not be considered as part of the qualification submittal.
7. **Additional Information & Comments** – The contents under this heading are to be left to the discretion of the consultant. Material must be pertinent to the RFQ but not be otherwise requested in the Request for Qualifications.

Evaluation/Selection of Submittals – The submittals will be reviewed by a Review & Selection Committee (to be appointed by the Okaloosa Board of County Commissioners at a later date). Paper and Electronic Submission are required in Microsoft Word or Adobe Acrobat PDF not to exceed 9mb. The Committee will select those firms deemed to be most responsive and hear presentations by those firms, if necessary.

The Selection Review Committee will evaluate all submittals received and:

1. Prepare an alphabetical listing of those proposers determined to be interested and available. Evaluate the submittals meeting minimum submission criteria based upon qualifications and conduct discussions with those firms deemed to be the most highly qualified to provide the services required. Selection as best qualified will be based on the following considerations:

- a. 60% Technical solution – ability to meet all technical requirements
 - b. 20% Vendor Qualifications
 - c. 20% Experience
2. Review of all submittals received will proceed as follows:
 - a. The selection committee will review all written documents submitted.
 - b. The committee’s ranking of prospective firms shall be based on the firm’s qualifications, capabilities, ability, adequacy of personnel, past record, recent experience, current workload, location(s) of the firm or individual and the overall adherence to the Request For Qualifications.
 - c. The committee may request oral presentations from the consultants when establishing the recommended priority or short list.
 - d. Proposals will be reviewed to determine if all mandatory requirements have been met. Failure to meet any mandatory requirements may result in the proposal being rejected.
 3. Okaloosa County reserves the right to negotiate contracts with one or more information technology firms for these services.
 4. Presentation of the rankings, selections, agreements and proposed contracts will be made to the Okaloosa County Board of County Commissioners in accordance with the Purchasing Department’s policy related to the acquisition of services.
 5. At such time when an approval is granted by the Okaloosa County Board of Commissioners notification will be provided to each firm in accordance with the County’s Purchasing Department policy.

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.

2. **Proposal Information** - Questions concerning proposal requirements or specifications should be directed to the Okaloosa County Purchasing Department, 602-C North Pearl Street, Crestview, Florida 32536, at 850-689-5960. Any changes by the County to specifications shall be in writing in the form of an addendum and furnished to all proposers. Verbal information obtained otherwise will not be considered in awarding of the proposal.

3. **Right to Waive and Reject**
 - a. The Board, in its absolute discretion, may reject any 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.

4. **Disqualification of Proposers** - Any of the following reasons may be considered as sufficient for the disqualification of a proposer and the rejection of his/her 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.
5. **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.
6. **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 County any additional information and financial data for the purpose as the County may request.
7. **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.
8. **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 convenience, this certification form is enclosed and is made a part of the proposal package.**

9. **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 convenience, this certification form is enclosed and is made a part of the proposal package.

10. **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 convenience, this certification form is enclosed and is made a part of the proposal package.

11. **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.

12. **Local Preference** - 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 politician subdivisions. The amount of preference given to local bidders will be the same as that given by the state, county, municipalities 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

its local firms, to include the amount and type of preference. 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 convenience, the certificate form is enclosed and is made part of the bid package.

13. **Bid Opening** - 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 e-mail, facsimile, or telephone are **NOT** acceptable.

Note: Crestview, Florida is "not a next day guaranteed delivery location" by delivery services.

14. **Awards and Rejections** - The Board in its absolute discretion may reject any proposal of that has failed, in the opinion of the Board to complete or perform an Okaloosa County contracted project in a timely fashion, and has directed the Okaloosa County Purchasing Manager to emphasize this condition to potential proposers.

There is no obligation on the part of the County to award the bid to the lowest bidder, submitting a responsive bid with a resulting negotiating agreement that is in its best interest and its decision shall be final.

The Board of County Commissioners 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.

The Board of County Commissioners specifically reserves the right to reject any conditional bid and will reject those which make it impossible to determine the true amount of the bid. Each item must be paid separately and no attempt will be made to tie any item to any other item or items.

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 Information** - 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.

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 convenience, the certificate form is enclosed and is made part of the bid package.

18. **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.

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

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

INSURANCE REQUIREMENTS

Contractor's Insurance

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

10. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the County Representative.

Workers' Compensation Insurance

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

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.
3. In addition to the required coverage in 2. above, Commercial General Liability coverage shall include the following:
 - a. On and Off Premises Operation Liability
 - b. Personal Injury Liability Insurance
 - c. Independent Contractor Liability
 - d. Completed Operations and Products Liability
4. 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.
5. 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:

<u>COVERAGE</u>	<u>LIMIT</u>
1. Workers Compensation	
a. State	Statutory
b. Employers Liability	\$1 million each accident
2. Business Automobile	\$1 million each occurrence (Combined Single Limit)
3. Commercial General Insurance	\$1 million each occurrence (Combined Single Limit)
4. Professional Liability	\$1 million each occurrence (Combined Single Limit)
5. 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:

1. Bodily Injury	\$1 million each occurrence
2. 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

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

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

2. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
3. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer.
4. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs). County requests that all deductibles or SIRs be no greater than

\$10,000. However, **CONTRACTORS** having insurance with higher deductibles may submit a proposal without penalty reflecting the pricing for their deductible provided that **CONTRACTOR** also submits a brief company financial statement.

5. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the **CONTRACTOR** has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.
6. In the event of failure of the **CONTRACTOR** to furnish and maintain said insurance and to furnish satisfactory evidence thereof, Okaloosa County shall have the right (but not the obligation) to take out and maintain insurance on the project. All costs for the coverage will be paid by **CONTRACTOR** upon presentation of a bill.

General Terms

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

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

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

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

Umbrella Insurance

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

NO CONTACT CLAUSE

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

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

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

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

Any violation of this policy shall be grounds to disqualify the proposer from consideration during the selection process.

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

I _____ representing _____
Signature Company Name

On this _____ day of _____, 2014 hereby agree to abide by the County’s “**No Contact Clause**” and understand violation of this policy shall result in disqualification of my proposal/submittal.

CONFLICT OF INTEREST DISCLOSURE FORM

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

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

YES _____

NO _____

NAME(S)

POSITION(S)

FIRM NAME: _____

BY (PRINTED): _____

BY (SIGNATURE): _____

TITLE: _____

ADDRESS: _____

PHONE NO. _____

E-MAIL _____

DRUG-FREE WORKPLACE CERTIFICATION

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' 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: _____

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

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 contact to likewise utilize the U.S. Department of Homeland Securities 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: _____