

FLORIDA LOBBYIST SERVICES
FOR THE
OKALOOSA COUNTY BOARD OF COUNTY
COMMISSIONERS



PROPOSAL #: BCC 45-13

PROPOSAL CLOSES: AUGUST 16, 2013 @ 4:00 P.M.

THE INTENT OF THIS RFP IS TO OBTAIN STATE LOBBYIST SERVICES FOR THE
OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

**REQUEST FOR PROPOSAL/QUALIFICATIONS FOR STATE
LOBBYIST SERVICES FOR THE OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS**

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

Guidelines detailing form and content requirements for the statement of qualifications/proposal are available by contacting Richard Brannon, Purchasing Director, 602-C North Pearl St., Crestview, FL 32536; 850-689-5960, or they may be downloaded from our website at www.co.okaloosa.fl.us (Department, Purchasing, Vendor Registration & Opportunities); this links you to the Florida Panhandle Purchasing Group website where our bid specifications will now be posed.

Firms must submit an original and five (5) copies of their statement of qualifications. Proposal must be delivered to the Okaloosa County Purchasing Department at the address below no later than **4:00, August 16, 2013** in order to be considered.

Proposals must be in sealed envelopes reflecting on the outside thereof **"Proposal for State Lobbyist Services for the Okaloosa County Board of County Commissioner."**

All proposals should be addressed as follows:

Okaloosa County Purchasing Department
Richard Brannon
602-C North Pearl St.
Crestview FL 32536

Richard L. Brannon
Purchasing Director

Date

DON W. HOWARD
Clerk of the Circuit Court

By: _____
Deputy

**GUIDELINES FOR STATEMENT OF QUALIFICATIONS/PROPOSAL
STATE LOBBYIST SERVICES FOR OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS (BCC)**

The purpose of this Request for Proposal/Qualifications is to provide interested lobbyists with guidelines and information to enhance their submission of proposals on the project entitled, **“STATE LOBBYIST SERVICES FOR OKALOOSA COUNTY COMMISSIONERS (BCC).”**

Okaloosa County plans to retain professional lobbyist services to represent the BCC before the Florida Legislature, Governor and the Florida Executive Branch. The consultant shall work closely with the County’s Liaison, **Mr. Ernie Padgett**. The firm(s) will represent the BCC in matters such as but not limited to:

1. Funding for infrastructure
2. Wastewater treatment
3. Solid waste disposal
4. Potable water system expansion
5. Recreation and parks
6. Grants

AGENCY OVERVIEW – The County is a political subdivision of the State of Florida and is located in Northwest Florida. Okaloosa County has a population of more than 189,000. Okaloosa County has 24 miles of beachfront on the (“Emerald Coast”) Gulf. Much of the County is taken up by part of Eglin Air Force Base – the largest land mass Air Force Base in the world. Okaloosa County works under a County Administrator and (5) County Commissioners.

SCOPE OF WORK – The County is requesting sealed proposals from qualified consulting firms or individuals for the provision of lobbyist services to represent the County in Tallahassee, FL. The consultant shall work closely with the County’s liaison in the development and ongoing implementation of these programs and shall provide, at a minimum, the following services:

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

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

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

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

The term of the contract will be for one (1) year starting October 1, 2013. The County reserves the right to renew these contracts for two (2) additional one-year contract periods. Renewal of the contract period shall be recommended by the County Administrator through the Board of County Commissioners discretion.

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

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

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

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

Payment schedule and basis for payment will be negotiated. Please submit with your proposal an annual fee for providing this service and an hourly rate for any work assigned by the County for work considered outside of the contract.

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

1. Letter of interest including information on location of the firm's office that will be the lead office for this contract (name, location, date established).
2. **Business Credentials** – Provide a synopsis of the consultant's qualifications, to include specific capabilities of the firm, brief history of the firm and financial status.
3. **Registration** – State the State of Florida licensing/registration qualifications of the consultant's personnel and business office. Provide copies of same to include

evidence that the firm is registered to lobby the legislature and executive branch of Florida government.

4. **Specific Accomplishments** – Include any specialized experience relative to the specified services within the last three (3) years. The list should include only projects that had significant input from individuals who will be assigned to work on County projects.
5. **References** – List five (5) references representative of related past experience to include, as a minimum, a contact person, company name, phone # and a brief description of the project.
6. **Additional Information & Comments** – The contents under this heading are left to the discretion of the consultant. Material must be pertinent to the proposal but not be otherwise requested in the Request for Proposal/Qualifications.
7. **Conflict of Interest Disclosure Form -**

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposals the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies.

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

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

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

8. **Identical Tie Proposals** - 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.

9. **Drug Free Workplace Certification** - Preference shall be given to business with drug free workplace programs. Whenever two or more proposals that are equal with respect to price, quality and service are received by the County for the procurement of commodities or contractual services, a proposal received from a

business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

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

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

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

EVALUATION/SELECTION OF PROPOSALS – A Selection Review Committee will evaluate all proposals received and:

1. Prepare an alphabetical listing of those proposers determined to be interested and available. Evaluate the proposals meeting minimum submission criteria based upon qualifications and conduct discussions with those firms deemed to be the most highly qualified to provide the services required. Each of the firms will be required to execute the Truth-in-Negotiation certificate as defined in Florida Statutes 287.055. Selection as best qualified will be based on the following considerations:
 - a. Responsiveness of the proposal clearly stating an understanding of the work to be performed for the County.
 - b. Firm's reputation and competence, including an understanding of the work to be performed for the County.
 - c. Current workload.
 - d. Financial responsibility.
 - e. Past record of professional accomplishments.
 - f. Qualifications of personnel assigned to the program.
 - g. Firm's capability to meet schedules.
 - h. Willingness to meet time and budget requirements.
2. Review of all proposals received will proceed as follows:
 - a. The Selection Committee will review all written documents submitted.

- b. The Committee's ranking of prospective firms shall be based on the firm's capabilities, ability, adequacy of personnel, past record, recent experience and current workload.
3. Negotiations between the Selection Committee and the priority vendors (the vendors ranked highest on the Board approved short list) that will proceed as follows:
- a. Negotiations will be held with the first vendor on the priority list.
 - b. If no tentative agreement can be reached with the first vendor, then negotiations will commence with the second vendor on the short list.
 - c. If no tentative agreement can be reached with the second vendor, then negotiations will commence with the third vendor.
 - d. If no tentative agreement is reached with the third vendor, then the Committee shall return to the Board to report such and recommend that a new short list be established from among the other proposal submittal. If for any reason said procedure is not feasible, the Committee shall seek direction from the Board as to how to proceed further.
 - e. Okaloosa County reserves the right to negotiate contracts with one or more firms for these services.
 - f. 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.
 - g. 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.
 - h. No Contact Clause – The Okaloosa County Board of Commissioners have established a solicitation policy (No Contact Clause) that prohibit oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Request 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 bidder's convenience, this certification form is enclosed and is made a part of the bid package.**
- i. Upon approval of the agreement by the Board, execution of a formal written agreement prior to commencement of the work associated with the contract.
 - j. **Direct contact one-on-one with the Committee members is not allowed.** Selection will be on the basis of professional qualifications and experience.
 - a. The Selection Review Committee will evaluate and rank all proposals meeting the minimum submission requirements and enter into formal

negotiations with said firms. Firms will be notified of dates and times of any interviews.

PROPOSAL OPENING – Proposal Opening shall be public on the date and time specified on the proposal form. It is the proposer’s responsibility to assure that his proposal is delivered at the proper time and place. Offers by telegram, facsimile or telephone are **NOT** acceptable.

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

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

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

4. **RIGHT TO WAIVE & REJECT**

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

DISQUALIFICATION OF PROPOSER

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

- A. More than one proposal for the same work from an individual, firm or corporation under the same or different name.
- B. Evidence that the proposer has a financial interest in the firm of another proposer for the same work.
- C. Evidence of collusion among proposers. Participants in such collusion will receive no recognition as proposers for any future work of the County until such participant shall have been reinstated as a qualified proposer.
- D. Uncompleted work which in the judgement of the County might hinder or prevent the prompt completion of additional work if awarded.
- E. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
- F. Default under previous contract.

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.

REGULATIONS & ORDINANCES – The proposer is required to be familiar with all Federal, State and local laws, ordinances, code rules and regulations that may in any way affect the work. Ignorance on the part of the proposer shall in no way relieve proposer from responsibility.

PROHIBITION AGAINST CONTINGENT FEES – Florida Statute 287.6.a. requires the following statement, duly signed and notarized, be included in each submittal:

“The respondent warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this agreement that he or she has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the respondent, any fee, commission or percentage, gift or other consideration contingent upon or resulting from award or making of this agreement.”

PAYMENT – The contractor shall be paid upon submission of invoices, through the requesting department, to the Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview FL 32536. The prices stipulated here for articles delivered and accepted. All invoices must show the County contract #.

INFORMATION – Any questions should be directed to Richard Brannon, Okaloosa County Purchasing Dept; 850-689-5960. Any changes to by County to specifications shall be in writing in the form of an addendum and furnished to all proposers. Verbal information obtained otherwise will not be considered in awarding of proposals. **Proposers must understand that they are not allowed to contact the Review Committee members for information.**

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 Proposal, 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.

FEDERAL E-VERIFY COMPLACENCE 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.

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

INSURANCE REQUIREMENTS

Contractor's Insurance

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

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

Workers' Compensation Insurance

1. The **CONTRACTOR** shall secure and maintain during the life of this agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County of Okaloosa, the **CONTRACTOR** shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished the County of Okaloosa not less than ten (10) days prior to the commencement of any and all 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
5. **CONTRACTOR** shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for two (2) years beyond acceptance of project.

Limits of Liability

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

	<u>LIMIT</u>
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

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:

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

- B. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
- C. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000.
- D. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs). County requests that all deductibles or SIRs be no greater than \$10,000. However, **CONTRACTORS** having insurance with higher deductibles may submit a bid without penalty reflecting the pricing for their deductible provided that **CONTRACTOR** also submits a brief company financial statement.
- E. 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.
- F. 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.
- G. 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

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

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: _____
(Typed or Printed)

ADDRESS: _____

TITLE: _____

PHONE NO.: _____

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 _____

“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.

NOTICE OF AWARD

TO:

PROJECT
DESCRIPTION:

The **OWNER** has considered the **BID** submitted by you for the above-described **WORK** in response to its Advertisement for Bids dated _____ and Information for Bidders.

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

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

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

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

Dated this ____ day of _____, 2013.

OWNER – OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____ TITLE _____ Purchasing Director
Richard L Brannon

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE OF AWARD** is hereby acknowledged.

BY: _____

This the _____ day of _____, 2013.

BY: _____

Title: _____

NOTICE TO PROCEED

DATE: _____

TO:

PROJECT: _____

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2013, on or before _____, and you are to complete the WORK within _____. The date of completion of all WORK is therefore _____.

In case of failure on the part of the CONTRACTOR to complete the work within the time(s) specified in the contract, or within such additional time(s) as may be granted by Okaloosa County, the County will suffer damage, the amount of which is difficult, if not impossible, to ascertain. Therefore the CONTRACTOR shall pay to the COUNTY, as liquidated damages, the sum of \$_____ for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. In no way shall costs for liquidated damages be construed as penalty on the CONTRACTOR.

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

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS
OWNER

BY: _____
Richard L. Brannon

TITLE: Purchasing Director

ACCEPTANCE OF NOTICE

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

Company Name

This the _____ day of _____, 20 _____

Signature

By: _____
Type or Print Name

Title: _____

AGREEMENT FOR GOVERNMENT CONSULTING SERVICES

THIS AGREEMENT for government consulting services is made by and between the Okaloosa County Board of County Commissioners ("the County") and _____ (Lobbyist) which parties, for value consideration, agrees as follows:

1. **Scope of Services** - _____ shall register as a lobbyist for the Okaloosa County commission pursuant to S. 11.045, Florida Statutes, and shall represent the County before the Florida Legislature and the Executive Branch of state government. This engagement shall specifically include:
 - a. Prior to the start of _____ regular session of the Florida Legislature ("the Session"), the Lobbyist shall consult with the County to develop the principal objectives for the Session;
 - b. The Lobbyist shall work with the legislative members and staff to implement the legislative objectives approved by the County, including (if necessary) obtaining sponsorship of bill(s) or amendment(s) to bill(s) consistent with the legislative agenda;
 - c. The Lobbyist shall monitor all bills of interest to the County and take action on such legislation as directed by the County.
 - d. The Lobbyist shall provide the County with weekly reports during the legislative session and on an "as needed" basis when the legislature is not in session;
 - e. The Lobbyist shall represent the County before the Governor's office during the Governor's annual bill review process to advocate approval or the veto of legislation consistent with the County's legislative objectives;
 - f. For bills or amendments passed into law for the County, the Lobbyist shall monitor the implementation of those laws and advise the County on the action needed to insure implementation in a manner consistent with the County's legislative objectives;
 - g. The Lobbyist shall attend all Okaloosa County delegation meetings, the Florida Association of Counties legislative policy meetings and the Florida Association of Counties annual meeting, upon prior approval of the County.
2. **TERMS OF THE AGREEMENT** – The initial term of the agreement begins upon completion of signatures by both parties to September 30, 2014. This contract may be renewed for two (2) additional one-year terms on the same terms and conditions upon written agreement by both parties. This contract may be cancelled, in writing, upon 30 days written notice.
3. **FEES & EXPENSES** – The County shall pay the Lobbyist the following amounts:

- a. The fee is \$_____ annually, payable quarterly upon receipt of invoices during the term of this agreement, including any renewal periods;
- b. Out-of-pocket expenses in connection with this agreement shall be billed on a monthly basis and are due upon receipt of each bill. Any substantial travel expenses or any substantial entertainment expenses **will not be paid** without prior approval of the County.

4. OTHER TERMS & CONDITIONS

- a. It is understood that the Lobbyist cannot make any conclusive statements about the likelihood of any particular outcome resulting from our services. However, as we become more familiar with the County's legislative objectives, we will present you with recommendations on how to proceed in order to obtain the best possible outcome;
- b. If the Lobbyist is asked to serve in a "liaison" role between the County, large-scale landowners and the Department of Community Affairs, those services are outside the scope of services provided pursuant to this agreement and shall be performed under a separate fee agreement.
- c. It is understood that this agreement shall not restrict the Lobbyist from representing other clients so long as there is no conflict of interest with the County's legislative objectives. In the event a conflict develops between the interests of the County and the interest of other clients engaging the services of the Lobbyist, the Lobbyist and the County shall resolve the conflict in a manner approved by the County.
- d. It is understood that should any portion of this contract be found unenforceable by a court of competent jurisdiction, that finding shall not affect the enforceability of any other provision in this contract.
- e. It is understood that the construction, interpretation and the performance of this contract shall be governed by the laws of the State of Florida.
- f. It is understood that this contract shall constitute the entire agreement between the County and the Lobbyist with respect to the matters discussed herein and shall not be altered, amended, or revised except in writing and signed by an authorized representative of the County and the Lobbyist. The provisions of this contract supersede all prior oral or written agreements, communications and understandings of the County and the Lobbyist with respect to the subject matters contained herein.

REPRESENTATIVES – The authorized representatives (**bills to be mailed to this address**) of the County shall be:

**ERNIE PADGETT, COUNTY ADMINISTRATOR
OKALOOSA COUNTY WATER & SEWER ADMINISTRATION BLDG
1804 LEWIS TURNER BLVD. #400
FT. WALTON BEACH FL 32548
850-651-7515 / 850-651-7551 (FAX)
E-Mail: epadgett@co.okaloosa.fl.us**

The authorized representative for _____ shall be:

E-Mail: _____

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

Jack Allen
Contracts & Leases
Okaloosa County Purchasing Department
602-C North Pearl Street
Crestview, FL 32536
850-689-5960 / 850-689-5998 (FAX)
E-Mail: jallen@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 _____ 2013 and is effective on the _____ day of _____ 2013.

ATTEST:

COUNTY OF OKALOOSA, FLORIDA

Gary Stanford
Deputy Clerk of Court

BY _____
Don R. Amunds, Chairman

FLORIDA LOBBYIST SERVICES

RFP: BBC 45-13

RANKING SHEET

Understanding of Proposed Work (20 pts)						
Geographic Location of Firm (5 pts)						
Work Handled of Similar Nature (15 pts)						
References (15 pts)						
Staff Capacity, County Needs (15 pts)						
Familiarity with County Needs (15 pts)						
Total Possible - 100 pts						

Person Ranking _____
 Print Name

Position/Department _____

Signature _____

Date _____