

**CONSULTING ENGINEERING SERVICES  
FOR OKALOOSA COUNTY  
TOURIST DEVELOPMENT DEPARTMENT**



**PROPOSAL #: TDD 54-13**

**PROPOSAL DUE: September 20, 2013 @4:00 P.M.**

**THE INTENT OF THIS RFP IS TO OBTAIN  
CONSULTING ENGINEERING SERVICES  
FOR THE OKALOOSA COUNTY  
TOURIST DEVELOPMENT DEPARTMENT**

**REQUEST FOR PROPOSALS/QUALIFICATIONS  
GENERAL ENGINEERING SERVICES  
OKALOOSA COUNTY**

It is expected that the consultants' contract will consist of fixed hourly costs for all positions required to complete any public infrastructure projects for professional engineering services including but not limited to: engineering studies; surveys; engineering design; preparation of plans, specifications and contract documents; preparation of cost estimates; obtaining necessary federal, state and local governmental agency permits (fees to be provided by County); construction inspection; construction management; contract administration; project completion certifications and as-built as many be required; presentations to the Board of County Commissioners and the general public; right-of-way identification, appraisal and assistance in acquisition; assistance in indentifying and acquiring grants and loans from deferral agencies or other applicable sources of funding. The types of public infrastructure projects which may be assigned include: Convention Center improvement and expansion projects, landscaping, lighting and electrical, new building construction projects, parking structure, highway walkover construction, performance pavilion project, building refurbishment facilities management; and any other type of project which may be under the purview of the Tourist Development Department and the Emerald Coast Convention Center, or any other County department. Services of the consultant shall be under the general direction of the County's representative during the performance of the scope of services.

Engineering firms desiring consideration should provide an original and five (5) copies of their statement of qualifications/proposals with the firm's areas of expertise identified. Selected firm(s) will not be required to have expertise in all the areas specified above. Guidelines detailing form and content requirements for the statement of qualifications/proposals are available by contacting Richard Brannon, Purchasing Director at 602-C N. Pearl Street, Crestview, FL 32536 or call 850-689-5960.

Proposals must be delivered to the Okaloosa County Purchasing Department at the address below no later than **4:00 p.m., September 20, 2013** in order to be considered.

All proposals must be in sealed envelopes reflecting on the outside thereof **"Proposal for General Engineering Services for Okaloosa County."**

All proposals should be addressed as follows:

Okaloosa County Purchasing Dept  
Attn: Richard Brannon  
602-C North Pearl St  
Crestview FL 32536

//Signed//  
Richard L. Brannon  
Purchasing Director

BOARD OF COUNTY COMMISSIONERS  
OKALOOSA COUNTY, FL

Don R. Amunds  
Chairman

**GUIDELINES FOR STATEMENT OF QUALIFICATIONS/PROPOSAL  
CONSULTING ENGINEERING SERVICES FOR  
OKALOOSA COUNTY**

The purpose of this Request for Proposal/Qualifications is to provide interested consultants with guidelines and information to enhance their submission of proposals on the project entitled **“CONSULTING ENGINEERING SERVICES FOR OKALOOSA COUNTY.”**

It is expected that the consultants’ contract will consist of fixed hourly costs for all positions required to complete any public infrastructure projects for professional engineering services including but not limited to: engineering studies; surveys; engineering design; preparation of plans, specifications and contract documents; preparation of cost estimates; obtaining necessary federal, state and local governmental agency permits (fees to be provided by County); construction inspections; construction management; contract administration; project completion certifications and as-builts as may be required; presentations to the Board of County Commissioners and the general public; right-of-way identification, appraisal and assistance in acquisition; assistance in identifying and acquiring grants and loans from federal agencies or other applicable sources of funding. The types of public infrastructure projects which may be assigned include: road construction; road reconstruction; signalization projects; traffic studies; storm water management; erosion control; coastal management; environmental investigations; solid waste management; water and wastewater; parks and recreation; facilities management; and any other type of project which may be under the purview of the Public Works Department or any other County department. 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.

These negotiations will conform to the Florida Consultants Competitive Negotiation Act (CCNA) Chapter 287.057, Florida Statutes and County policy. Once these fixed hourly costs are negotiated and the contracts signed, each miscellaneous project will be negotiated relative to the number of hours required by each position to accomplish the scope of work. The engineering 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.

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 Public Works 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 five (5) copies of the proposal will be required with all copies having been signed by a company official with the power to bind the company in its proposal. All must be completely responsive to the Request for Proposal/Qualification guidelines for consideration. The content of the statement of qualification/proposal of the successful firms will become a basis for contractual negotiations.

The selected consultants shall be required to assume responsibility for all services offered in their proposal. The selected consultants 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, but will be based upon documented work completed, through a task order assignment system.

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

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

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

1. Letter of interest including information on location of the firm's office that will be the lead office for this contract.
2. **Business Credentials** – Provide a synopsis of the consultant's qualifications, to include specific capabilities of the firm.
3. **Registration** – State the State of Florida licensing/registration qualifications of the consultant's personnel and business office. Provide copies of same.
4. **Specific Accomplishments** – Provide a listing of completed projects with a description of the work performed by the consultant representative of the type of work proposed under this Request for Proposal/Qualifications. The list should include only projects that had significant input from individuals who will be assigned to work on County projects.
5. **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.
6. **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, and provide a resume of their qualifications, education and experience.
7. **References** – List five (5) 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.

8. **Additional Information & Comments** – The contents under this heading are to be left to the discretion of the consultant. Material must be pertinent to the proposal but not be otherwise requested in the Request for Proposal/Qualifications.

9. **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.**

10. **Conflict of Interest Disclosure Form** – The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their 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 spouse’s or child’s interest and the nature of the intended business.

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

11. **Drug Free Workplace Certification** – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals that are equal with respect to price, quality and service are received by the County for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

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

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

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

13. **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 of such verification to the COUNTY upon request.

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

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

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

**Evaluation/Selection of Proposals** – The statements of qualifications/proposals will be reviewed by a Review & Selection Committee (to be appointed by the Okaloosa Board of County Commissioners at a later date). Proposals should be responsive to the items identified in this request for proposal and contain no more than 35 pages. The 35 page maximum includes all required forms and certification copies, but excludes the proposal cover and table of contents. The Committee will select those firms deemed to be most responsive and hear presentations by those firms, if necessary.

The Selection Review Committee will evaluate all proposals received and:

1. Prepare 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. Selection as best qualified will be based on the following considerations:
  - a. Responsiveness of the proposal clearly stating an understanding of the work to be performed for the County.
  - b. Firm's reputation and competence, including technical education and training, experience in projects outlined in the RFP, availability of adequate personnel, equipment and facilities, the extent of repeat business of the firm and, where applicable, the relationship of cost estimates by the firm to actual costs on previous projects.
  - c. Current workload and firm's capacity to perform future work.
  - d. Fields of work for which the firm is proposing to perform.

- e. Financial responsibility and solvency.
  - f. Ability to observe and advise whether plans and specifications are being complied with.
  - g. Past record of professional accomplishments related to the area(s) of work the firm is proposing to perform.
  - h. Previous experience with Okaloosa County, specifically stating which department and personnel were points of contact.
  - i. Qualifications and responsibilities of personnel to be assigned to the program.
  - j. Extent of experience and past performance when working with ACOE, DEP, EPA, DOT, FAA and NFWFMD in the capacity as an agent attempting to secure a regulatory permit.
  - k. Extent of experience and past performance with grant/loan programs promulgated by ACOE, FDEP, EDC, EPA, FDOT, FAA, NFWFMD, SRF, USDA and other agencies.
  - l. Experience with programs similar in size and scope to those herein proposed.
  - m. Firm's capability to meet schedules.
  - n. Willingness to meet time and budget requirements including past performance examples.
  - o. Demonstrated expertise and experience in utilizing various design and modeling software.
  - p. Geographic location of the firm's office(s) that will be providing service to the County, including permanent office(s) of the project management team.
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 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 Proposal.
  - c. The committee may request oral presentations from the consultants when establishing the recommended priority or short list.
3. Okaloosa County reserves the right to negotiate contracts with one or more engineering 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.

6. Direct one-on-one contact with the Committee members, County Commissioners or County Administrator is prohibited when the procurement document is advertised and terminates when the Board of County Commissioners approves the award. Any questions during this period should be directed to the Purchasing Director or their appointed representative. Selection will be on the basis of professional qualifications and experience.
  - a. The Selection Review Committee will evaluate and rank all proposals meeting the minimum submission requirements.

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

**Right to Waive and Reject:**

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

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

- A. More than one proposal for the same work from an individual, firm or corporation under the same or different name.
- B. Evidence that the proposer has a financial interest in the firm of another proposer for the same work.



- C. Evidence of collusion among proposers. Participants in such collusion will receive no recognition as proposers for any future work of the County until such participant shall have been reinstated as a qualified proposer.
- D. Uncompleted work which in the judgement of the County might hinder or prevent the prompt completion of additional work if awarded.
- E. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
- F. Default under previous contract.

**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.

# 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

- E. **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:

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.

# BOARD POLICY ON “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.

# 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)**

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

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

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

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

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

NAME: \_\_\_\_\_  
(Typed or Printed)

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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



## 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

(REVISED: JANUARY 12, 2001)

# 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 of 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: \_\_\_\_\_ (Typed or Printed)  
TITLE: \_\_\_\_\_  
PHONE NO.: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

# NOTICE OF AWARD

TO:

**PROJECT  
DESCRIPTION:**

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

You are hereby notified that your **PROPOSAL** has been accepted for services at the rates attached hereto.

You are required by the Instructions to Proposers to execute the Agreement and furnish the required **CONTRACTOR'S** 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 documents within fifteen (15) calendar days from the date of this notice, said **OWNER** will be entitled to consider all your rights arising out of the **OWNER's** acceptance of your **PROPOSAL** as abandoned and as a forfeiture of your **Proposal**. 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 John Christopher 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 \_\_\_\_\_.

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 \_\_\_\_\_, 2013

\_\_\_\_\_  
Signature

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

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

# CONTRACT

This agreement, in sextuple, executed in Crestview, Florida this \_\_\_\_ day of \_\_\_\_\_ 2013 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 required to be furnished and delivered and to do and perform all work **related to providing Engineering Consultant Services as per the attached fee schedule** in strict conformity with the provisions of this Contract, the Notice to Contractors, the Specifications and the Plans approved by the Owner. The said Plans, Specifications, the Notice to Contractors, and the Proposal are hereby made a part of this agreement as fully and to the same effect as if the same had been set forth at length in the body of this agreement.

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

The Contractor shall be prepared to begin work to be performed under the contract as he set forth in his proposal, but will not proceed until he receives official notice to begin.

This contract may be utilized by other Okaloosa County Departments. Said departments will negotiate Task Orders independently from Public Works.

This contract shall be for a three (3) year period and may be renewed for one (1) additional three-year period upon written agreement by both parties. This contract may be cancelled in writing upon 30 days written notice.

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

Dan O'Byrne, Director  
Tourist Development Department  
1540 Miracle Strip Parkway SE  
Fort Walton Beach, FL 32549  
850-651-7131  
E-Mail: [do'byrne@co.okaloosa.fl.us](mailto:do'byrne@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  
Purchasing Services Manager  
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](mailto: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

# ENGINEERING SERVICES – TOURIST DEVELOPMENT DEPARTMENT

## RFP: TDD 54-13 RANKING SHEET

RANKING CRITERIA						
<p><u>Responsiveness to proposal:</u> Did the submittal comply with the requirements of the request? Were the specified protocols followed? Is the proposal clear and does it indicate and understanding of the services requested? (15 pts)</p>						
<p><u>Firms Qualifications:</u> Does the firm demonstrate a sound reputation and high level of competence? Are adequate personnel available with appropriate education and training? What is the extent of repeat business? What is the performance record of cost estimates versus actual costs (20 pts)</p>						
<p><u>Past Accomplishments:</u> How well did the submittal demonstrate a past record of professional accomplishments related to the areas of work the firm is proposing to perform? (15 pts)</p>						

<p><u>Past Experience with Okaloosa County:</u> The submittal demonstrate a successful history of work with Okaloosa County (not department specific). References of points of contract are provided and supported (10 pts)</p>						
<p><u>Proposed Project Team:</u> Proposal provides adequate information regarding the qualifications and responsibility of the assigned personnel (10 pts)</p>						
<p><u>Regulatory and Grant Experience:</u> Submittal demonstrates a history of compliance with permitting requirements from various regulatory agencies (ACOE, FDEP, EPA, FDOT, NWFWM and Okaloosa County) and experience with grant/funding agencies (ACOE, FDEP, EDC, EPA, FDOT, FAA, NWFWM, SRF, USDA, ect.) (10 pts)</p>						
<p><u>Similar Experience:</u> Submittal demonstrates the firm's history of performing similar types of work – primarily working for a municipality and/or county of similar in scope to that performed by Okaloosa County (10 pts)</p>						
<p><u>Performance Assurance:</u> Firm demonstrates a history and willingness to meet schedule and budget requirements; cites past example (5pts)</p>						
<p><u>Geographic Location:</u> Firm identifies the permanent office location that will house the project team (identifies team member locations) of that office relative to Okaloosa County (5 pts)</p>						



## ADDENDUM # 1

### GUIDELINES FOR STATEMENT OF QUALIFICATIONS/PROPOSAL CONSULTING ENGINEERING SERVICES FOR OKALOOSA COUNTY

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

It is expected that the consultants' contract will consist of fixed hourly costs for all positions required to complete any public infrastructure projects for professional engineering services including but not limited to: engineering studies; surveys; engineering design; preparation of plans, specifications and contract documents; preparation of cost estimates; obtaining necessary federal, state and local governmental agency permits (fees to be provided by County); construction inspections; construction management; contract administration; project completion certifications and as-built as may be required; presentations to the Board of County Commissioners and the general public; right-of-way identification, appraisal and assistance in acquisition; assistance in identifying and acquiring grants and loans from federal agencies or other applicable sources of funding. The types of public infrastructure projects which may be assigned include: ~~road construction; road reconstruction; signalization projects; traffic studies; storm water management; erosion control; coastal management; environmental investigations; solid waste management; water and wastewater; parks and recreation; facilities management; and any other type of project which may be under the purview of the Public Works Department or any other County department. 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.~~ The types of public infrastructure projects which may be assigned include: Convention Center improvement and expansion projects, landscaping, lighting and electrical, new building construction projects, parking structure, highway walkover construction, performance pavilion project, building refurbishment facilities management; and any other type of project which may be under the purview of the Tourist Development Department and the Emerald Coast Convention Center, or any other County department. Services of the consultant shall be under the general direction of the County's representative during the performance of the scope of services.

These negotiations will conform to the Florida Consultants Competitive Negotiation Act (CCNA) Chapter 287.057, Florida Statutes and County policy. Once these fixed hourly costs are negotiated and the contracts signed, each miscellaneous project will be negotiated relative to the number of hours required by each position to accomplish the scope of work. The engineering 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.

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 Public Works 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.