

PROVIDE ACTUARIAL SERVICES
OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS



RFP #: RM 46-14

RFP DUE: May 2, 2014 @ 4:00 P.M.

THE INTENT OF THIS RFP IS TO OBTAIN PROPOSALS TO PROVIDE ACTUARIAL SERVICES.

REQUEST FOR PROPOSAL TO PROVIDE ACTUARIAL SERVICES

The Okaloosa County Board of County Commissioners, under the provisions of Section 287.055, Florida Statutes and Board policy request proposals from professional firms to provide actuarial services.

Firms desiring consideration should provide an original and six (6) copies of their statement of proposal. Copies of the RFP may be obtained from the Okaloosa County Purchasing Department, 850-689-5960 or by downloading them from our website at www.co.okaloosa.fl.us (Departments, Purchasing, Vendor Registration & Opportunities).

Proposals must be delivered to the Okaloosa County Purchasing Department at the address listed below no later than **4:00 p.m. (CST), May 2, 2014** in order to be considered.

All proposals must be in sealed envelopes reflecting on the outside **PROPOSALS TO PROVIDE ACTUARIAL SERVICES**.

All proposals should be addressed as follows:

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

Deputy Clerk
Clerk of Circuit Court

Date

Zan Fedorak
Purchasing Manager

Date

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY

Charles K Windes Jr
Chairman

INTRODUCTION

Through this Request For Proposal (“RFP”) process, the Okaloosa County Board of County Commissioners (hereinafter, the Board) is soliciting proposals from actuarial firms qualified to provide actuarial analysis services as described in this RFP. The Board is seeking proposals from actuarial firms qualified to provide year-end actuarial evaluations and on an “as requested” basis cost allocation analysis. A qualified Respondent must meet the requirements set forth in this RFP, and must possess sufficient professional, administrative, and personnel resources to provide the proposed actuarial services.

The Board’s risk management program utilizes a third party administrator for worker’s compensation administration and high deductible insurance policies to insure the Board’s exposure. The actuarial analysis shall include an evaluation of the Board’s losses and liabilities including worker’s compensation, general liability, automobile and property.

REQUIRED RESPONDENT QUALIFICATIONS

To be considered sufficiently qualified to provide Actuarial Analysis Services to the Board pursuant to this RFP, a Respondent must:

1. Be legally organized under the laws of one of the states within the United States of America or the District of Columbia.
2. Designate one or more persons possessing, at a minimum, the designation of “Associate” from the Casualty Actuarial Society as being primarily responsible for the Actuarial Services.
3. Have at least five (5) years experience in providing actuarial analyses for self insured insurance programs for public entities.
4. Demonstrate an ability to maintain an adequate professional and non-professional staff to fulfill its obligations to provide all of the Actuarial Analysis Services.

The failure of the Contractor to meet such minimum qualifications throughout the terms of its Actuarial Analysis Services Contract, shall be, at the option of the Board, grounds for immediate termination of the contract.

SCOPE OF WORK

The Board wishes to enter into a three (3) year contract, with the possibility of three (1) one year extensions, with the successful Respondent (hereinafter called Contractor) qualified to provide the services described below:

- A. **Year-End Actuarial Evaluation.** The Contractor selected will perform a year end actuarial analysis evaluation of the Board's outstanding loss and expense liabilities on claims experience since October 1, 1975, through September 30, 2014. The evaluation of these liabilities as of September 30, 2014 is to be completed by November 30, 2014. Subsequent evaluations are to be completed by November 30 of each year.
 1. **Report.** The Contractor will issue a report in both electronic format (one copy) and hard copy (no more than 2 copies), to the Risk Manager, which covers two (2) main topics:
 - (1) Current Loss Reserves of the Board: Analyze the Board's claims experience and provide an estimate of the required reserves for unpaid claims as of September 30.
 - (2) Expected Losses: Provide estimates as to the losses expected to be incurred by the Board in the upcoming year and the two subsequent years. Estimates will be provided based upon the observed past claims experience and the risks expected to be insured in 10/1/2014-9/30/2015 and the two subsequent years.
- B. **Meeting.** The Contractor will meet via telephone or in-person, as necessary, with the Risk Manager to discuss the report issued as a result of the evaluation, and / or any information contained therein.
- C. **Cost Allocation** (To be performed at the request of the Risk Manager). The Bid Respondent selected may be asked to prepare a second actuarial report projecting losses for the current or an upcoming period allocating losses and expenses by department. Please provide a separate proposal for this service.

PART IV. REQUIRED INFORMATION

Cover Letter

The Cover Letter shall be signed by an officer representative of the Respondent having sufficient authorization to enter into contracts on behalf of the Respondent, and shall include in the body of the letter or attachments, the following:

1. Complete information confirming that Respondent meets the minimum qualifications required under Part II.
2. A list of five (5) representative clients, represented by the Respondent at present or within the last five (5) years, in connection with the actuarial analysis of self-insured Programs. This list shall include the identification of clients who may be contacted as references. All references must include the name and contact information of a person authorized to speak on behalf of the client. Clients listed as references, in addition to other sources, may be contacted by the Board as part of the evaluation process.
3. Designation of a contact person for the Respondent, including his or her telephone number and e-mail address.
4. Identification and explanation of any deviations from the requirements found in the RFP, and any assumptions or conditions relied upon by the Respondent in making the Response. Deviations, conditions or assumptions may be unilaterally rejected by the Board, unless in its sole judgment, the Respondent has provided reasonably sufficient information to justify such deviations, conditions or assumptions.

Actuarial Analysis Services Proposal

The Actuarial Analysis Services Proposal shall provide the following information:

1. A brief history / background of the Respondent's organization.
2. A description of Responder's current location(s), size and staff.
3. A detailed description of the Respondent's experience providing actuarial analysis to public entities.
4. The name of the person to be assigned responsibility for supervising the Board work assigned to the Respondent, including a description of his / her qualifications and

experience providing actuarial analysis to public entities. Attach a copy of such person's resume'.

5. The name of each person who will provide services to the Board under the Actuarial Analysis Services Contract, and with respect to each such person, his or her (a) job title or designation within the Respondent's firm, (b) qualifications and experience in connection with actuarial analysis of claims data, (c) specific duties and responsibilities with respect to the Board work, and (d) the expected time commitment to the Board business. Attach a copy of each person's resume'.

Fee Proposal

The County is seeking a fee proposal based scope of work described in this RFP. Respondents should strive to propose fee arrangements which would further the Board's goal of obtaining the most cost effective actuarial analysis services.

Contract Termination

The contract may be terminated in whole or in part by mutual consent of both parties at any time with thirty (30) days notice, subject to the equitable settlement of all interests and obligations that have accrued to date.

The contract may be terminated in whole or in part unilaterally by the Board under the following circumstances:

1. The Contractor is guilty of breach of contract.
2. The Contractor fails to display reasonable progress in the performance of duties.
3. The Contractor fails to complete required services within the time specified.

Contract Assignment

The contract resulting from this RFP is not assignable by the Contractor, either in whole or in part without the expressed written consent from the Board.

"NO CONTACT CLAUSE"

1.

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 advertised 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.

2. **Applicable Laws & Regulations** – The proposer's attention is directed to the fact that all applicable state laws, county municipal ordinances, orders, rules & regulations of all authorities having jurisdiction over the work shall apply to the proposal throughout, and they will be deemed to be included in the contract the same as though they are written out in full herein.
3. **Indemnification & Hold Harmless** – Each contractor must submit an executed sworn certification that he will comply with the Hold Harmless Clause in accordance with the provisions of Florida Statutes, Section 725.06.

To the fullest extent permitted by law, proposer 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 proposer and other persons employed or utilized by the proposer in the performance of this contract.

4. **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.

5. **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.

6. **Investigation of Proposer** - The County may make such investigations, as it deems necessary to determine the stability of the contractor to perform the work and that there is no conflict of interest as it relates to the projects. The contractor shall furnish to the Owner any additional information and financial data for this purpose as the County may request.

7. **Contract Documents** - The contract documents provided by the successful proposer will consist of the proposal documents, technical specifications, the plans, the contractor's proposal and bonds; addenda issued prior to execution of the agreement, other documents specifically incorporated by reference in the contract documents, modifications issued after executive of the agreement. A modification is:

1. A written amendment to the contract signed by both parties;
2. A change order;

8. **Hierarchy of Contract Documents** - In the event conflicts, inconsistencies, discrepancies, or ambiguities between the contract documents arise, unless otherwise provided, the controlling instrument shall be determined by the descending order of the contract documents as follows:

1. Modification issued after the executive of the agreement.
2. Addenda issued after the proposal was advertised to potential proposers.
3. Special provisions.

4. Technical special provisions.
9. **Conditional & Incomplete Proposals** – The Board of County Commissioners specifically reserves the right to reject any conditional proposal and will normally reject those that make it impossible to determine the true amount of the proposal.
10. **Reorganization & Bankruptcy Proceedings** – Proposals will not be considered from vendors who are currently involved in official financial reorganization of bankruptcy.
11. **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 lowest proposer, and the County reserves the right to award the proposal to proposer submitting a responsive proposal with a resulting negotiated agreement which is most advantageous and in the best interest of Okaloosa county, and to reject any and all proposals or to waive any irregularity or technicality in proposals received. Okaloosa County shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.
 - C. The Board of County Commissioners reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its 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.
12. **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.
 - G. The Board, in its absolute discretion, may reject any proposal of a proposer that has failed, in the opinion of the Board, to complete or perform an Okaloosa County contracted project in a timely fashion or has failed in any other way, in the opinion of the Board, to perform a prior contract in a satisfactory manner, and has directed the Okaloosa County Purchasing Director to emphasize this condition to potential proposers.
13. **Preparation of Proposals** – Proposals must be submitted upon the prescribed forms provided herein. All blank spaces must be filled in as noted in ink or type in both words and number with the amount extended and totaled. No changes shall be made in phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the figures, the written amounts shall govern. Any proposals may be rejected which contains any omissions, erasures, alterations, additional, irregularities of any kind, or items not called for or which shall in any manner fail to conform to the conditions or published notice inviting proposals.
14. **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.
15. **Regulation & 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 effect the work. Ignorance on the part of the proposer shall in no way relieve proposer from responsibility.
16. **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 and that he or she has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bone 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.”
17. **Financial Background Information** – Proposers shall include the following financial information in their submittal:
- a. At least (1) bank reference and three (3) trade references.

The County reserves the right to conduct a credit check on any entit(ies) submitting proposal under this RFP process and by submitting a proposal said proposer agrees and consents to such.

- 18. Protection of Resident Workers** – The Okaloosa County Board of County Commissioners actively supports the Immigration & Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States, (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U. S. the employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification. The contractor shall establish appropriate procedures and controls so no services or products under the contract documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirement.

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

- 19.** The Board of County Commissioners of Okaloosa County in its absolute discretion may reject any response of a firm 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 firms.
- 20. Evaluation & Selection** – A Selection Review Committee appointed by the Board of County Commissioners (the Board may elect to serve as the Review Committee) will evaluate all submittals received.

A. Review of all responses received will proceed as follows:

1. The Selection Committee will review all documents submitted.
2. The committee's ranking of prospective firms shall be based on the evaluation criteria listed on the attached ranking sheet as provided in the submittal.
3. Upon ranking and formulating a short list of top ranked proposals, that list will be presented to the Board of County Commissioners. The Board will determine if presentations are required. If presentations are required, they will be made to the Board members in a special called meeting.

The Board will make the final selection.

- B. Negotiations between the selection committee, or the committee designee, and the top firm (or firms) ranking highest on the Board approved short list will proceed as follows:
1. Negotiations will be held with the first firm(s) on the priority list, depending on how proposals are submitted.
 2. If no tentative agreement can be reached with the first firm, then negotiations will commence with the next firm on the short list, if so directed by the Board.
 3. If no tentative agreement is reached with the top ranked firm, then the committee shall return to the Board to report such and recommend that a new short list be established from among the other responses received. If for any reason said procedure is not feasible, the committee shall seek direction from the Board as to how to proceed further.
 4. Okaloosa County reserves the right to negotiate contracts with one or more firms for the services described herein.
- C. Presentation of the tentative contract agreement by the selection committee to the Board for approval. The Executive Summary shall inform the Board as to the terms, conditions, and costs associated with the contract.
- D. Upon approval of the contract agreement by the Board, a formal written contract agreement will be executed prior to commencement of the work associated with the contract.
- E. Selection will be on the basis of professional qualifications and experience as previously set forth.
1. The selection review committee and the Board of County Commissioners will evaluate and rank all responses meeting the requirements herein and center into formal negotiations with selected firms. Firms will be notified of dates and times of any interviews once final selection has been made. **(Presentations may be required).**

21. **Submittal Opening** – Names of firms that submit a response on or before the deadline specified herein shall be available to the public once the submittal deadline has passed. It is the firm's responsibility to assure that their response 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.

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

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.

COMPANY DATA

Physical Address & Phone #:

Proposer's Company Name:

Physical Address:

Contact Person (Typed-Printed):

Phone #:

Cell #:

Federal ID or SS #:

Proposer's License #:

Fax #:

Emergency #'s After Hours,
Weekends & Holidays:

LIST OF REFERENCES

Refer to Bid Specification

NAME OF CUSTOMER _____
ADDRESS _____
PHONE NUMBER _____
PERSON TO CONTACT _____

NAME OF CUSTOMER _____
ADDRESS _____
PHONE NUMBER _____
PERSON TO CONTACT _____

NAME OF CUSTOMER _____
ADDRESS _____
PHONE NUMBER _____
PERSON TO CONTACT _____

NAME OF CUSTOMER _____
ADDRESS _____
PHONE NUMBER _____
PERSON TO CONTACT _____

NAME OF CUSTOMER _____
ADDRESS _____
PHONE NUMBER _____
PERSON TO CONTACT _____

ADDENDUM ACKNOWLEDGEMENT

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

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

Bidder Firm Name: _____

Address: _____

Title: _____

Phone #: _____

FAX No.: _____

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), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

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

YES _____

NO _____

NAME(S)

POSITION(S)

FIRM NAME: _____

BY (PRINTED): _____

BY (SIGNATURE): _____

TITLE: _____

ADDRESS: _____

PHONE NO. _____

E-MAIL _____

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED 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: _____

E-MAIL: _____

PHONE NO.: _____

LIST OF REPRESENTATIVES

CONTRACT ADMINISTRATOR: Gary R. Real, Okaloosa County Risk Management
Okaloosa County Risk Management Dept.
601-A North Pearl St.
Crestview FL 32536
850-689-5977 / 850-689-5973 (F)

CONTRACTOR'S REPRESENTATIVE:

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

Cellular Number

After-Hours Number(s)

DATE

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

Bidder's Company Name

Authorized Signature – Manual

Authorized Signature – Typed

Address

Title

Phone #

Fax #

Federal ID # or SS #

E-mail address