

**REQUEST FOR QUALIFICATIONS
UNDERWRITING SERVICES
FOR OKALOOSA COUNTY
NORTHWEST FLORIDA REGIONAL AIRPORT**



PROPOSAL #: AP 46-13

PROPOSAL DUE: AUGUST 2, 2013 @ 4:00 P.M.

**THE INTENT OF THIS RFQ IS TO OBTAIN
UNDERWRITING SERVICES**

REQUEST FOR QUALIFICATIONS AIRPORT UNDERWRITING SERVICES OKALOOSA COUNTY

The Okaloosa County Board of County Commissioners under the provisions of Section 287.055, Florida Statutes and County policy, request qualifications from professional firms for Okaloosa County Board of County Commissioners (BCC) intends to issue approximately \$10 million of senior lien airport revenue bonds (Series 2013). Approximately \$8 million of Series 2013 Bonds will be used to refund the Okaloosa County's Series 2003 Airport Revenue Bonds which are eligible to be redeemed on October 1, 2013. This portion of the bond issue will also be secured by passenger facility charges currently collected by the airlines serving Northwest Florida Regional Airport. The other \$2 million Series 2013 Bonds will be used to refinance a bank loan currently outstanding through the Florida Association of Counties.

This document is a Request for Qualifications to provide underwriting services for the BCC in conjunction with the issuance of the Series 2013 Bonds. 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.

Firms desiring consideration should provide an original and eight (8) copies of their statement of qualifications with the firm's areas of expertise identified. Guidelines detailing form and content requirements for the statement of qualifications are available by contacting Jon Morris, Okaloosa County Airport; 850-651-7160.

Proposals must be delivered to the Okaloosa County Purchasing Department at the address below no later than **4:00 p.m., August 2, 2013** in order to be considered.

All proposals must be in sealed envelopes reflecting on the outside thereof **"Proposal for Airport Underwriting Services**.

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

07/09/2013

Date

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FL

Don R. Amunds
Chairman

**REQUEST FOR QUALIFICATIONS
UNDERWRITING SERVICES
OKALOOSA COUNTY
NORTHWEST FLORIDA REGIONAL AIRPORT
RFQ #: 46-13**

GENERAL INFORMATION – Okaloosa County Board of County Commissioners (BCC) intends to issue approximately \$10 million of senior lien airport revenue bonds (Series 2013 Bonds). Approximately \$8 million of Series 2013 Bonds will be used to refund the Okaloosa County's Series 2003 Airport Revenue Bonds which are eligible to be redeemed on October 1, 2013. This portion of the bond issue will also be secured by passenger facility charges currently collected by the airlines serving Northwest Florida Regional Airport. The other \$2 million of Series 2013 Bonds will be used to refinance a bank loan currently outstanding through the Florida Association of Counties.

This document is a Request for Qualifications to provide underwriting services for the BCC in conjunction with the issuance of the Series 2013 Bonds. In order to preserve its flexibility to establish potential teams, the County requests that joint proposals not be submitted.

Firms desiring consideration must provide an original and (8) eight copies of their Statement of Qualifications.

SCOPE OF SERVICES – The firm or firms selected to serve as managing underwriters(s) on the County's issue of airport revenue bonds will be expected to assist the County in various areas, including, but not limited to, the ones listed below. A firm selected to serve as the senior managing underwriting will be expected to provide assistance in all of these areas. A firm selected to serve as co-managing underwriter will be expected to provide assistance in certain of these areas:

1. The process of preparing the documentation necessary to sell an issue of airport revenue bonds;
2. Analysis of alternate ways of structuring the bond issue, with the goal of achieving the lowest possible cost on the issue;
3. Contacts with, and presentations to, the rating agencies and/or bond insurers related to the bond issue;
4. Assistance in evaluating market conditions related to the bond sale, and deciding when the bonds should actually be sold;
5. The process of **"pre-marketing"** the issue to prospective investors;
6. The pricing and sale of the County's airport revenue bonds.
7. Preparation of information that may be required in connection with the closing for the bond issue;
8. Prepare a written **"post-sale"** analysis on the marketing and sale of the bonds and, if requested by the County, attend a meeting to review such information with the County; and

9. Such other activities and tasks as may be requested by the County on matters related to the sale of the County's issue of airport revenue bonds.

QUALIFICATIONS

1. Provide a brief introduction to your firm, a brief history of it, including the businesses it is engaged in, amount of capital, number of employees, and number of offices.
2. Describe your firm's presence in the municipal finance business. How many employees are involved in municipal finance and how many are involved in municipal sales & trading? Summarize in tabular form the number and total dollar amount of issues for which your firm served as senior manager and co-manager each year since January 1, 2008. Present separate tables for negotiated and competitive issues. Within each table, present the data separately by year, and present the numbers for the issues on which your firm was senior manager separately from the numbers for the issues for which your firm was a co-manager.
3. Describe your firm's experience with airport financings. List the airport clients your firm has served as senior manager since January 1, 2008, and provide a short narrative description of the work you have done for each. Present in tabular form (similar to the table requested in Question 2) the number and total dollar amount of the negotiated airport financings for which your firm has served as senior manager or co-manager each year since January 1, 2008. Present such data separately by year, and again separate the numbers for senior managed and co-managed issues. Provide a list of such financings as an exhibit to your proposal.
4. Describe your firm's presence in the State of Florida, in terms of number of offices, employees and business activity. Describe the number and location of your firm's offices in the Florida panhandle between Pensacola and Tallahassee. Present tables similar to those requested in Question 2 summarizing the number and total dollar amount of financings for issuers in Florida for which your firm served as senior manager or co-manager since January 1, 2008. Again, present such data separately by year, and separately for senior managed vs. co-managed issues.
5. Describe your firm's experience working with relatively small airports. Identify the airport clients that you have served that have less than 1 million enplaned passengers. List the financings you have completed for such clients, and the role your firm played on such financings. What special issues or challenges did you encounter on those issues that you do not typically encounter on a financing for a larger airport?
6. Identify persons that would represent your firm in its work with the County on this project. Who would be your firm's primary representative to the County on a day-to-day basis, including attending the majority of the meetings related to the project? Who else would be directly involved in the project and what roles would they play? Provide brief resumes for all such persons, including a description of their experience working with other airport clients.
7. Provide references from at least three other clients, preferably airport clients. Include the name, title, phone number & address of the contract person at such

clients. Provide a short narrative description of your work with such clients, if that work was not already described in your response to Questions 3 or 4.

8. Please provide a breakdown of your proposed underwriters' discount, including average takedown, management fee (if any) and underwriters' expenses. Please also provide a schedule showing your proposed takedowns by maturity assuming a 17-year issue of approximately \$10 million with level debt payments annually.

The content of the Statement of Qualifications/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.

PUBLIC 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.

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.

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.

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.

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.D. 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 bidder'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 proposals 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 statement of qualifications/proposals will be reviewed by a Review & Selection Committee. 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 require 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 RFQ, 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. Financial responsibility and solvency.
- e. Past record of professional accomplishments related to the area(s) of work the firm is proposing to perform.
- f. Previous experience with Okaloosa County, specifically stating which department and personnel were points of contact.
- g. Qualifications and responsibilities of personnel to be assigned to the program.
- h. Experience with programs similar in size and scope to those herein proposed.
- i. 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.
- d. 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.
- e. 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.
- f. 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 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.

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 or proposals.
- F. Default under previous contract.

DISCRIMINATION: An entity of 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, suppliers, 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
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.

“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.

Date _____

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 official(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 _____

DATE _____

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.: _____

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

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, Bidder 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 OWNER 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: _____
(Typed or Printed)

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

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 Bids dated _____ and Information for Bidders.

You are hereby notified that your **PROPOSAL** has been accepted.

You are required by the Instructions to Bidders 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.

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

Dated this ____ day of _____, 2013.

OWNER – OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____ TITLE _____ Purchasing Director
Richard L Brannon

ACCEPTANCE OF NOTICE

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

BY: _____

This the _____ day of _____, 2013.

BY: _____

Title: _____

NOTICE TO PROCEED

DATE: _____

TO:

PROJECT: _____

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2013.

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: _____