

**DESIGN BUILD TO RENOVATE
AND IMPROVE SECURITY AND ACCESS
TO THE EXISTING CRESTVIEW COURTHOUSE
101 JAMES LEE BOULEVARD, CRESTVIEW FL
REQUEST FOR QUALIFICATIONS**



RFQ #: BCC 18-14

RFQ DUE: DECEMBER 6, 2013 @ 4:00 P.M.

NOTICE TO PROPOSERS
REQUEST FOR QUALIFICATIONS
FOR DESIGN BUILD SERVICES
TO RENOVATE AND IMPROVE SECURITY AND ACCESS
TO THE EXISTING CRESTVIEW COURTHOUSE
101 JAMES LEE BOULEVARD, CRESTVIEW, FL

The Okaloosa County Board of County Commissioners under the provisions of Section 287.055, Florida Statutes and county policy, request qualifications from professional firms to **provide Design Build Services to Renovate and Improve Security and Access to the Existing Crestview Courthouse at 101 James Lee Boulevard, Crestview, FL.**

It is the intent of the Board to enter into contract negotiations with a firm to accomplish the stated objective. Firms desiring consideration should provide an original and **five (5) copies** of their statement of qualifications. Guidelines detailing form and content requirements for the statement of qualification are available by contacting Richard L. Brannon, Purchasing Director, 602-C North Pearl St., Crestview, FL 32536 or 850-689-5690.

Proposals must be delivered to the Okaloosa County Purchasing Department at the address below no later than **4:00 p.m., (CST), December 6, 2013** in order to be considered. All proposals must be in sealed envelopes reflecting on the outside thereof "**Design Build Services to Renovate and Improve Security and Access to the Existing Crestview Courthouse at 101 James Lee Boulevard, Crestview, FL. Due at 4:00 p.m., (CST), on December 6, 2013.**"

All proposals should be addressed as follows:

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

Richard L. Brannon
Purchasing Director

Date

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY

Don Amunds
Chairman

INTRODUCTION/SCOPE OF WORK – The Okaloosa County Board of County Commissioners is soliciting Statements of Qualifications from interested firms detailing their technical and financial qualification to design and construction all work required to renovate the Okaloosa County Courthouse located at 101 James Lee Boulevard, Crestview, FL.

Renovations will involve internal modifications and/or additions to the existing building to support court operations, the functions of staff, and update the building to comply with all Federal, State and local codes.

Modification/Replacement of the Building Safety System, including the fire sprinkler system and Fire Alarm System may be required and is to be included if required.

The successful contractor will be required to replace any windows or doors that are not in compliance with the local area wind load requirements.

The entire complex is required to be ADA compliant.

All necessary internal and external signage is to be included.

The successful proposer will be responsible for field measurements of all existing space and analyze space for any limitations. They will include analysis of structural components, window/door locations, handicap accessibility, parking considerations, plumbing services, electrical services, HVAC requirements and building system accessibility.

The successful proposer will be required to participate in meetings with each user group which will occupy the remodeled facility to determine the space size and use requirements.

The proposer selected to be the DBC will be required to sign a security letter (attached) before obtaining a copy of the plans for the Crestview Courthouse.

The successful contractor will be responsible for removing all construction debris and ensuring a safe work environment.

Construction Phase Services – The Crestview Courthouse is almost fully occupied with a robust calendar of court activities taking place on a daily basis. Some, most, or all construction phase activities must take place after normal business hours. Actual work hours may be anytime between 6:00 pm and 7:00 am daily. The specific work hours allowed must be negotiated with the owner's representative, Mr. Donald L. Turner, the Facilities Maintenance Director. This is to ensure that construction activities do not disturb court activities.

No change order will be allowed for any work done outside of normal business hours; therefore, all bidders are advised that any costs associated with working non-traditional shifts must be included in bidders' base bid.

A complete construction schedule and GMP for the project shall be submitted by the DBC and approved by the county in writing prior to the beginning of the construction phase.

REQUIRED DESIGN/BUILD SERVICES – Following selection of a design build firm, that firm's engineers or architects shall complete the design submitting all design elements for review and determination of scope compliance to the County or the County's Project Manager before or concurrently with construction.

An architect and engineer shall have responsibility for compliance with the engineering design requirements and all other applicable requirements of all state and local codes.

The design build firm shall supply to the County a signed and sealed set of record drawings, along with design & as-built files in the current version of AutoCAD.

PROPOSAL BOND – Proposers are required to submit a Proposal Bond, Cashier's or Certified Check in the amount of \$10,000. **The Proposal Bond shall be included with to the bidder's proposal.**

PERFORMANCE/PAYMENT BOND – The successful contractor will be required to submit a Performance Bond in the amount of **their final construction cost proposal** and the bond will be held for the life of the contract. The Performance/Payment bond, along with Certificates of Insurance and any other necessary contract documents will be returned to the successful proposer upon satisfactory completion of the project.

It shall be each respondent's sole responsibility to inspect the site of the work and to inform himself regarding all local conditions under which the work is to be done. It shall be understood and agreed that all such factors have been thoroughly investigated and considered in the preparation of the proposal submitted.

The Design/Build Contractor will be responsible for the following services:

Phase I - CONCEPT DESIGN SERVICES – Conceptual design services shall be provided by others and is not included in the scope of work being sought with this contract. The concept that's selected by the Board of County Commissioners will be the general plan that the Design-Build Contractor shall refine and develop complete construction drawings around.

PHASE II - DESIGN DEVELOPMENT PHASE SERVICES – The Design/Build Contractor shall provide development and building construction documents for the proposed project.

The Design Development Phase shall produce documents that: define and describe the size, character, and location of all facility systems, components, finishes; satisfy program requirements; and comply with applicable codes and regulations with special emphasis on ADA compliance for courts.

Based on the direction given by the Board of County Commissioners at the end of the Phase I design work, the DBC shall proceed with the programming and development of the selected concept. Concept development shall include design drawings and an associated budget estimate. The DBC shall assist the Director of Facilities Maintenance with presenting the drawings and budget estimate at a regularly scheduled BCC meeting or at any other public meeting as the BCC shall prefer.

The DBC shall then develop construction plans and review the plans with the Director of Facilities Maintenance at the customary stages of development. Then, the DBC shall assist the Director of Facilities Maintenance with presenting the project design plans and a GMP for the proposed project to the Board of County Commissioners at a regularly scheduled BCC meeting or at any other public meeting as the BCC shall prefer.

The Design/Build Contractor shall coordinate with the Director of Facilities Maintenance and conduct value-engineering studies and update the opinion of probable cost to verify the project remains within the established budget and schedule.

The Design/Build Contractor at its own expense will secure the services of surveyors, geotechnical engineers or other special consultants to develop such additional information as may be necessary for the design of the project.

Before proceeding into the Construction Document Phase, the Design/Build Contractor shall obtain County's written approval of the design development documents and the mutually established County's Construction Budget.

PHASE III - CONSTRUCTION DOCUMENT PHASE SERVICES – Based on the approved Design Development Documents the Design/Build Contractor shall prepare, for approval by the County, Construction documents consisting of drawings and specifications setting forth in detail the requirements for construction of the project. The Design/Build Contractor shall not be entitled to any adjustments in the approved Project Construction Cost except for changes in project scope or quantity ordered by the County, in writing, which materially increase the cost to construct the project, and in accordance with the procedures and requirements set forth in the Uniform General Conditions and Supplementary General Conditions.

The Contract Document Phase services shall result ultimately in a comprehensive set of construction drawings and specifications in sufficient detail for construction of the project. All work shall be in compliance with the Uniform Building Code. The construction documents must be prepared and sealed by an architect and engineer registered in the State of Florida, as appropriate.

The Design/Build Contractor shall also develop an opinion of probable cost, prepare appropriate procurement packages and evaluate subcontractor proposals.

The Design/Build Contractor, at the Design/Build Contractor's expense, shall furnish and deliver three (3) complete sets of all plans, drawings and specifications to the County at each stage of review. The Design/Build Contractor shall incorporate into the plans, drawings and specifications such changes as are necessary to satisfy the County's review comments; any of which may be appealed in writing for good cause.

The Design/Build Contractor shall pay for the reproduction of all plans, specifications and other documents for use by the Design/Build Contractor and its consultants and subcontractors, and all documents reproduced for review by the County, except for scope changes generated solely by the County.

County will review the Design/Build Contractor's design at the completion of design development and at the various stages of the construction documents. Comments concerning corrections or amendments to the plans and specifications will be furnished, in writing, to the Design/Build Contractor as promptly as possible after receipt of the documents for review.

PHASE IV - CONSTRUCTION PHASE – ADMINISTRATION OF THE CONSTRUCTION CONTRACT – The Design/Build Contractor, following the written approval by the County of the construction documents, shall proceed with the construction phase. The GMP and construction schedule for the project shall be negotiated and approved in writing prior to any construction phase work beginning.

The Design/Build Contractor at its own expense will secure the services of surveyors, geotechnical engineers or other special consultants to develop such additional information as may be necessary for the construction of the project.

Design/Build Contractor shall arrange and pay for structural, mechanical, chemical and other laboratory tests by an independent testing laboratory as necessary during construction.

County shall furnish required information and/or services, and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Design/Build Contractor's services and of the work.

County may furnish one or more construction inspectors who shall be given access to the work as requested or needed, but the provision of such inspectors by the County for its own purposes shall not reduce or lessen in any respect the Design/Build Contractor's obligations hereunder. The Design/Build Contractor shall remain fully and solely responsible for the drawings, specifications, and other contract documents furnished or provided by Design/Build Contractor, and for constructing the project in strict accordance with the contract documents, except when ordered otherwise by the County and the Design/Build Contractor objects, in writing, promptly and in a timely manner.

The construction phase services shall include, but not be limited to: construction of the project within budget and time, construction reports, review and approval of submittals and pay applications, response to Requests For Information, processing change orders, participation in a final inspection, assistance in correction of punch list deficiencies, assistance with project acceptance and contract close-out activities, and assistance in resolving warranty issues.

The Design/Build Professional shall furnish all labor, services, supplies, materials and equipment required to complete the work in accordance with this Request for Qualifications.

OWNERSHIP & USE OF DOCUMENTS – The design services required for the completion of the work constitute a work for hire. All rights to intellectual property in any documents, drawings, specifications and electronic data generated in the course of providing such service are the property of the Owner. The Owner agrees that drawings, specifications, and electronic data shall be not used for any other project but shall be available for use by the Owner for future additions, alterations and remodeling to any structure that is subject to this project. The Design/Builder, the Architect and other providers of professional services shall be permitted to retain copies of the drawings, specifications and electronic data for informational purposes and reference in connection with the Owner's use and occupancy of the project. The Design/Builder shall not use the drawings, specifications or electronic data for any other projects, except by Owner's prior written approval. The Design/Builder, the architect and other providers of professional services on this project shall not be held liable for any changes or modifications to the drawings and specifications made by the Owner after termination of this agreement.

After successful completion of this agreement, the Owner shall retain possession of the drawings and specifications as provided herein and shall be entitled to use of the drawings, specifications, and electronic data furnished by the Design/Builder without the written permission of the Design/Builder.

EVALUATION/SELECTION OF PROPOSALS – A Selection Review Committee appointed by the Board of County Commissioners will evaluate all proposals received and:

1. Prepare an alphabetical listing of those proposers determined to be interested and available. Evaluate the proposals meeting minimum submission criteria based upon qualifications and conduct discussions with those firms deemed to be the most highly qualified to provide the services required. Each of the firms will be required to execute the Truth-In-Negotiation certificate as defined in Florida Statutes 287.055. Selection as best qualified will be based on the following considerations:
 - a. Responsiveness of the proposal clearly stating an understanding of the work to be performed for the County.
 - b. Firm's reputation and competence, including technical education and training, experience in similar type projects, availability of adequate personnel, equipment and facilities and the extent of repeat business of the firm.
 - c. Current workload.
 - d. Financial responsibility.
 - e. Ability to observe and advise whether plans and specifications are being complied with.
 - f. Past record of professional accomplishments.
 - g. Previous experience with Okaloosa County Board of County Commission.
 - h. Familiarity with the proposed project area.
 - i. Qualifications of personnel assigned to the program.
 - j. Experience with programs similar in size and scope to those herein proposed.
 - k. Firm's capability to meet schedules.
 - l. Willingness to meet time and budget requirements.
 - m. Geographic location of the firm, including permanent office of staff and 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 capabilities, ability, and adequacy of personnel, past record, recent experience, current workload and location of the firm or individual as provided in the submittal.
 - c. The Selection Committee may call for presentations by the top ranks firms.

3. Negotiations between the Selection Committee, or the Committee Designee, and the priority vendors (the vendors ranked highest on the Board approved short list) that will proceed as follows:
 - a. Negotiations will be held with the 1st vendor on the priority list.
 - b. If no tentative agreement can be reached with the 1st vendor, then negotiations will commence with the 2nd vendor on the short list.
 - c. If no tentative agreement can be reached with the 2nd vendor, then negotiations will commence with the 3rd vendor.
 - d. If no tentative agreement is reached with the 3rd vendor, then the Committee shall return to the Board to report such and recommend that a new short list be established from among the other proposals submitted. If for any reason, said procedure is not feasible, the Committee shall seek direction from the Board as to how to proceed further.
4. Presentation of the tentative agreements 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 contracts.
5. Upon approval of the agreement by the Board, execution of a formal written agreement prior to commencement of the work associated with the contract.
6. Direct contact one-on-one with the Committee members or the Board of County Commissioners is not allowed. Selection will be on the basis of professional qualifications and experience. **Failure to comply with this requirement can result in disqualification.**
 - a. The Selection Review Committee will evaluate and rank all proposals meeting the minimum submission requirements and enter into formal negotiations with said firms. Firms will be notified of dates and times of any interviews.

PROPOSAL OPENING – Names of firms that submit a proposal on or before the dealing specified herein shall be available to the public once the submittal deadline has passed. It is the proposer's responsibility to assure that his proposal is delivered at the proper time and place. Offers by telegram, facsimile or telephone are **NOT** acceptable.

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

CRESTVIEW COURTHOUSE FLOOR PLANS – SECURITY LETTER

Dear Requestor:

Please be advised that the documents you have requested are protected under provisions of the Homeland Security Act. Since secure governmental operations are conducted at the Shalimar Annex, the facility may become the target of foreign or domestic terrorists who would seek to do harm to the persons inside. Okaloosa County is providing you a package of documents that includes 38 pages of plans for the Crestview Courthouse with the following limitations on their use. While in possession of the floor plans for the courthouse:

1. You will restrict access to only those persons directly involved in the design and cost estimate on the project.
2. While in your custody, the documents will be safeguarded at all times to prevent access to or viewing by unauthorized individuals
3. You may not publish any portion of the plans in any internal or external media or communications.
4. You may not reproduce the documents without expressed written consent from the documents' custodian, the Okaloosa County Facilities Maintenance Director.
5. You may not distribute the documents to any person or firm for any reason without expressed written consent from the documents' custodian, the Okaloosa County Facilities Maintenance Director.
6. Once the proposal has closed for the project, all copies of the documents will be returned to the document custodian within ten (10) business days via the Okaloosa County Purchasing Department.
7. Violation of these terms may result in prosecution under the Homeland Security Act of 2002 and its revisions.

By signing below you are agreeing to the terms and conditions herein described.

Signed in Agreement by:

Signature Date

Firm Name

SPECIAL CONDITIONS

1. **Construction Cost** - The construction price shall include all equipment, labor, materials, permit(s), freight, taxes, required insurance, Public Liability, Property Damage and Workers' Compensation, etc., to cover the finished work called for.
2. **Applicable Laws and Regulations** - The proposers attention is directed to the fact that all applicable state laws, county municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over project shall apply to the proposal throughout, and they will be deemed to be included in the contract the same as though they are written out in full herein. Special attention shall be applied to ensure that the building and all modifications to it are compliant with the current ADA codes for Florida courts.
3. **Protection of Work Area** - The contractor will be required to protect all work areas necessary to prevent accidents and insure safe working conditions for employees and work related personnel.
4. **Review of Job Site** - for technical information or to see jobsite, contact Don Turner, County Facility Maintenance Office, 850-689-5791; 8:00 a.m. - 4:00 p.m., Monday - Friday.
5. **Proposal Information** - Questions concerning proposal requirements or specifications should be directed to Richard Brannon at the Okaloosa County Purchasing Department, 602-C North Pearl Street, Crestview, Florida 32536, at 850-689-5960. Any changes by the County to specifications shall be in writing in the form of an addendum and furnished to all proposers. Verbal information obtained otherwise will not be considered in awarding of the proposal.
6. **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 judgment will best serve the interest of the County.
 - D. The Board of County Commissioners specifically reserves the right to reject any conditional proposal and will normally reject those that made it impossible to determine the true amount of the proposal.

7. **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 that in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
 - E. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
 - F. Default under previous contract.
8. **Conditional and Incomplete Proposals** - The Board of County Commissioners specifically reserves the right to reject any conditional proposal and will normally reject those that make it impossible to determine the true amount of the proposal.
9. **Investigation of Proposer** - The owner may make such investigations as he deems necessary to determine the stability of the Proposer to perform the work and that there is no conflict of interest as it relates to the project. The proposer shall furnish to the owner any additional information and financial data for the purpose as the owner may request. The data shall include a detailed and up-to-date list of plant equipment and materials which proposer proposes to use, indicating which portions he already possesses and a detailed description of the method and program or work to be done.
10. **Preparation of Proposals** - Proposals must be submitted upon the prescribed forms provided herein. All blank spaces must be filled in as noted in ink or typed in both words and numbers with the amounts extended and totaled. No changes shall be made in phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the figures, the written amounts shall govern. Any proposal may be rejected which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for or which shall in any manner fail to conform to the conditions of published notice inviting proposals.
11. **Indemnification & Hold Harmless** - To the fullest extent permitted by law, Contractor shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

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

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

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

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

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

13. **Identical Tie Proposal** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals that are equal with respect to price, quality and service are received by the County for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process (see attached certification form).

Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program.

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

14. **Recycled Content Information** - In support of the Florida Waste Management Law, proposers are encouraged to supply with their proposal any information available regarding recycled material content in the products proposal. The County is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.) and the percentage of recycled material contained in the product. The County also requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.

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

15. **Public Entity Crime Information** - A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any

public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

16. **Discrimination** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
17. **Proposal Opening Information** - Proposal Opening shall be public, on the date and time specified on the proposal form. It is the proposer's responsibility to assure that his proposal is delivered at the proper time and place. Offers by telegram, facsimile, or telephone are NOT acceptable. **NOTE:** Crestview, Florida is "**not a next day guaranteed delivery location**" by delivery services.

No Contact Clause – The Okaloosa County Board of County Commissioners have established a solicitation silence policy (No Contact Clause) that prohibits oral and written communication regarding all formal solicitations for goods and services (Formal Bids, Requests for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The Period commences when the procurement document is received and terminates when the Board of County Commissioners approves the award.

Note: For proposer's convenience, the certificate form is enclosed and is made part of the bid package.

18. **Payments** – The contractor shall be paid upon submission of invoices, in duplicate, to the Okaloosa County Facility Maintenance Department, 5489 Old Bethel Rd, Crestview FL 32536; Attn: Don Turner. The invoices must confirm to the prices stipulated herein for articles delivered and accepted. Payment scheduling will be discussed and established at a preconstruction meeting with the selected contractor.
19. **Protection of Resident Workers** – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

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

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 sub-contractual agreements which have been approved by the County of Okaloosa.
2. Such insurance shall comply with the Florida Workers' Compensation Law.
3. Coverage shall include a waiver or subrogation clause in favor of Okaloosa County. Also, this endorsement must be indicated on all Certificates of Insurance.

Business Automobile and Commercial General Liability Insurance

- A. 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.
- B. The **CONTRACTOR** shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
- C. In addition to the required coverage in B. above, Commercial General Liability coverage shall include the following:
 - 1.) On and Off Premises Operation Liability
 - 2.) Personal Injury Liability Insurance
 - 3.) Independent Contractor Liability
 - 4.) Completed Operations and Products Liability
- D. The **CONTRACTOR** shall agree to maintain in force Commercial General Liability Insurance including Completed Operations and Products Liability coverage for at least two (2) years following acceptance of the project by the COUNTY.
- E. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claim-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the LIMITS OF LIABILITY, the **CONTRACTOR** shall notify the County representative in writing. The **CONTRACTOR** shall purchase additional liability

insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.

Limits of Liability

The insurance required shall be written for not less than the following limits unless law requires higher amounts:

| <u>COVERAGE</u> | <u>LIMIT</u> |
|---|--|
| A. Workers Compensation 1.) State 2.) Employers Liability | Statutory \$1 million each accident |
| B. Business Automobile | \$1 million each occurrence (Combined Single Limit) |
| C. Commercial General Insurance | \$1 million each occurrence (Combined Single Limit) |
| D. Professional Liability | \$1 million each occurrence (Combined Single Limit) |
| E. Personal and Advertising Injury | \$250,000 |

Owner & Contractor's Protective Liability

In addition to the liability requirements above, the **CONTRACTOR** shall, at his expense, provide an Owner and **CONTRACTOR's** Protective Liability insurance policy issued in the name of the OWNER and ENGINEER. Coverage shall be provided under this policy for not less than the following amounts:

| | |
|--------------------|-----------------------------|
| A. Bodily Injury | \$1 million each occurrence |
| B. Property Damage | \$1 million each occurrence |

Property Insurance

CONTRACTOR shall purchase and maintain property insurance upon the Work at the site in the amount of the full replacement cost. Any deductible amount is the responsibility of the **CONTRACTOR**. This insurance shall (1) include as an insured the OWNER, CONTRACTOR, ENGINEER and any others who have an insurable interest, (2) be written on a Builder's Risk special cause of loss policy form; (3) include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects); (4) cover materials and equipment stored on the site or at another location that was agreed on in writing by the OWNER prior to being incorporated in the Work; (5) allow for partial utilization of the work by the OWNER; (6) include testing and startup; and, (7) be maintained in effect until final payment is made unless otherwise agreed to in writing by the OWNER, **CONTRACTOR** and ENGINEER with 30-day written notice to each other entity to whom a certificate of insurance has been issued.

Notice of Claims or Litigation

The **CONTRACTOR** agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the **CONTRACTOR**'s knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the **CONTRACTOR** becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

Indemnification and Hold Harmless

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

Certificate of Insurance

- 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.
- 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 proposal without penalty reflecting the pricing for their deductible provided that **CONTRACTOR** also submits a brief company financial statement.
- E. 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.
- F. 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.

CONFLICT OF INTEREST DISCLOSURE FORM

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

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

YES _____

NO _____

NAME(S)

POSITION(S)

FIRM NAME: _____

BY (PRINTED): _____

BY (SIGNATURE): _____

TITLE: _____

ADDRESS: _____

PHONE NO. _____

E-MAIL _____

DATE _____

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED PROPOER 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.: _____

RECYCLED CONTENT FORM

RECYCLED CONTENT INFORMATION

1. Is the material in the above: Virgin_____ or Recycled_____ (Check the applicable blank). If recycled, what percentage _____%.

Product Description: _____

2. Is your product packaged and/or shipped in material containing recycled content?

Yes_____ No_____

Specify: _____

3. Is your product recyclable after it has reached its intended end use?

Yes_____ No_____

Specify: _____

The above is not applicable if there is only a personal service involved with no product involvement.

Name of Proposer: _____

DATE _____

"NO CONTACT CLAUSE"

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

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

When the solicitation period is in effect, no oral or written communication is allowed regarding the solicitation between prospective bidders/proposers and member 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 of 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 _____

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

LIST OF SUBCONTRACTORS

(An updated list will be required prior to start of construction)

The PROPOSER expressly agrees that:

1. If awarded the contract as a result of the proposal, the subcontractors used in the prosecution of the work will be those listed below.
2. The following list includes all subcontractors who will perform work on this project.
3. The subcontractors listed below are financially responsible and are qualified to do the work required.
4. Use of any of the subcontractors is subject to the approval of the County and Engineer.

| CATEGORY | NAME OF SUBCONTRACTOR | ADDRESS |
|----------|-----------------------|---------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

 CONTRACTOR'S NAME

 AUTHORIZED SIGNATURE

DATE _____

 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: _____

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 items in the amounts of \$_____.

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

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

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

Dated this ____ day of _____, 2013.

OWNER – OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____ TITLE _____ Purchasing Director
Richard L Brannon

ACCEPTANCE OF NOTICE

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

BY: _____

This the _____ day of _____, 2013.

BY: _____

Title: _____

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ as Principal, and _____ as Surety, are hereby held firmly bound unto _____ as Owner in the penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

SIGNED this _____ day of _____, 20____.

The condition of the above obligation is such that whereas the Principal has submitted to _____ a certain Proposal attached hereto and hereby made a part hereof to enter into a contract in writing, for the _____.

NOW, THEREFORE,

- (a) If said Proposal shall be rejected, or in the alternate,
- (b) If said Proposal shall be accepted and the Principal shall execute and deliver a contract in the form of Contract attached hereto (properly completed in accordance with said Proposal) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Proposal, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.
- (c) The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such Proposal; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by the proper officer, the day and year first set forth above.

Principal L.S.

Surety

BY: _____

SEAL:

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal and
(Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER in the total aggregate penal sum of _____

_____ Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20 _____, a copy of which is hereto attached and made a part hereof for _____.

NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and during the one year guaranty period and if the PRINICIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expenses which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PERFORMANCE BOND

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than twenty percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, or the CONTRACT DOCUMENTS, shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER is the only beneficiary hereunder.

PERFORMANCE BOND

IN WITNESS WHEREOF, this instrument is executed in 3 counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20 ____.

ATTEST

(PRINCIPAL) SECRETARY

(SEAL)

PRINCIPAL

BY: _____(S)

ADDRESS

WITNESS AS TO PRINCIPAL

ADDRESS

ATTEST

SURETY

BY: _____
ATTORNEY-IN-FACT

WITNESS TO SURETY

ADDRESS

ADDRESS

Note: Date of BOND must not be prior to date of Contract. This bond is given to comply with section 255.05 Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal and
(Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of _____ Dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the _____ day of _____, 20 ____, a copy of which is hereto attached and made a part hereof for

NOW, THEREFORE, if the PRINCIPAL shall properly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK, including that by a SUBCONTRACTOR, and to any mechanic or material man lien holder, whether it acquires its lien by operation of State or Federal law, then this obligation shall be void, otherwise to remain in full force and effect.

PAYMENT BOND

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer; (b) after expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, is being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than twenty percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, or the CONTRACT DOCUMENTS, shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied.

PAYMENT BOND

IN WITNESS WHEREOF, this instrument is executed in 3 counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20 ____.

ATTEST

(PRINCIPAL) SECRETARY

(SEAL)

PRINCIPAL

BY: _____(S)

ADDRESS

WITNESS AS TO PRINCIPAL

ADDRESS

ATTEST

SURETY

WITNESS TO SURETY

BY: _____
ATTORNEY-IN-FACT

ADDRESS

ADDRESS

Note: Date of BOND must not be prior to date of Contract. This bond is given to comply with section 255.05 Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

CONTRACT

This agreement, 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; to furnish and deliver all materials required to be furnished and delivered in and about the improvement and to do and perform all work in **completing a Design Build Renovation Project, Crestview Courthouse, as per the attached proposal** for an approximate total price of \$_____ 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.

As security for the full and faithful performance of this contract and all the incidents thereto, the Party of the Second Part had made and furnished a Contract Bond with _____ as Surety (as required per the proposal package), which is accepted by Parties of the First Part and made a part of this contract.

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. The official notice will stipulate the date upon which it is expected that the Contractor will begin his work and from which date the working days tabulated against his time limit will begin; all other requirements in regard to the beginning of construction stipulated in the proposal and Special Provisions will date from the official notice. The place where the work is to be started will either be stated in the "Notice to Proceed"; or will be designated on the ground. The work shall be prosecuted from as many different points, in such part or parts and at such times as may be directed, and shall be conducted in such a manner and with sufficient materials, equipment and labor as is considered necessary to insure its completion with the time set forth in the proposal. Should the prosecution of work for any reason be discontinued by the Contractor, with the consent of the Engineer, he shall notify the Engineer at least twenty-four (24) hours before again resuming operations.

REPRESENTATIVES: The authorized representative of the County shall be:

Donald L. Turner, County Facility Maintenance Director
5489 Old Bethel Rd.
Crestview FL 32536
850-689-5790
E-Mail: dturner@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:

Joanne Kublik
Contracts & Leases Coordinator
Okaloosa County Purchasing Department
602-C North Pearl Street
Crestview, FL 32536
850-689-5960 / 850-689-5998 (FAX)
E-Mail: jkublik@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.

WITNESS

COUNTY OF OKALOOSA, FLORIDA

Don W. Howard
Deputy Clerk of Court

BY _____
Don Amunds, Chairman

RANKING SHEET
RFQ# BCC 18- 14

REQUEST FOR QUALIFICATIONS
FOR DESIGN BUILD SERVICES
TO RENOVATE AND IMPROVE SECURITY AND ACCESS
TO THE EXISTING CRESTVIEW COURTHOUSE
101 JAMES LEE BOULEVARD, CRESTVIEW, FL

| | | | | | |
|---|--|--|--|--|--|
| COMPANY NAME | | | | | |
| Level of Experience 25 pts | | | | | |
| Understanding of the SOW 20 pts | | | | | |
| Capability to meet schedule 20 pts | | | | | |
| Resources 10 pts | | | | | |
| References 10 pts | | | | | |
| Experience working in occupied courthouses 15 pts | | | | | |
| TOTAL | | | | | |
| | | | | | |

NAME (print)

DATE

SIGNATURE

ADDENDUM #1

NOTICE TO PROPOSERS

REQUEST FOR QUALIFICATIONS
FOR DESIGN BUILD SERVICES
TO RENOVATE AND IMPROVE SECURITY AND ACCESS
TO THE EXISTING CRESTVIEW COURTHOUSE
101 JAMES LEE BOULEVARD, CRESTVIEW, FL

The Okaloosa County Board of County Commissioners under the provisions of Section 287.055, Florida Statutes and county policy, request qualifications from professional firms to **provide Design Build Services to Renovate and Improve Security and Access to the Existing Crestview Courthouse at 101 James Lee Boulevard, Crestview, FL.**

It is the intent of the Board to enter into contract negotiations with a firm to accomplish the stated objective. Firms desiring consideration should provide an original and **five (5) copies** of their statement of qualifications. Guidelines detailing form and content requirements for the statement of qualification are available by contacting Richard L. Brannon, Purchasing Director, 602-C North Pearl St., Crestview, FL 32536 or ~~850-689-5690~~.850-689-5960.

Proposals must be delivered to the Okaloosa County Purchasing Department at the address below no later than **4:00 p.m., (CST), December 6, 2013** in order to be considered. All proposals must be in sealed envelopes reflecting on the outside thereof "**Design Build Services to Renovate and Improve Security and Access to the Existing Crestview Courthouse at 101 James Lee Boulevard, Crestview, FL. Due at 4:00 p.m., (CST), on December 6, 2013.**"

All proposals should be addressed as follows:

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

//signed//
Richard L. Brannon
Purchasing Director

11/14/13
Date

DON W. HOWARD

By: _____
Deputy

Addendum # 2

SPECIAL CONDITIONS

1. **Construction Cost** - The construction price shall include all equipment, labor, materials, permit(s), freight, taxes, required insurance, Public Liability, Property Damage and Workers' Compensation, etc., to cover the finished work called for.
2. **Applicable Laws and Regulations** - The proposers attention is directed to the fact that all applicable state laws, county municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over project shall apply to the proposal throughout, and they will be deemed to be included in the contract the same as though they are written out in full herein. Special attention shall be applied to ensure that the building and all modifications to it are compliant with the current ADA codes for Florida courts.
3. **Protection of Work Area** - The contractor will be required to protect all work areas necessary to prevent accidents and insure safe working conditions for employees and work related personnel.
4. **Review of Job Site** – for technical information or to see jobsite, contact Don Turner, County Facility Maintenance Office, 850-689-5791 5790; 8:00 a.m. – 4:00 p.m., Monday – Friday.
5. **Proposal Information** - Questions concerning proposal requirements or specifications should be directed to Richard Brannon at the Okaloosa County Purchasing Department, 602-C North Pearl Street, Crestview, Florida 32536, at 850-689-5960. Any changes by the County to specifications shall be in writing in the form of an addendum and furnished to all proposers. Verbal information obtained otherwise will not be considered in awarding of the proposal.
6. **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 judgment will best serve the interest of the County.
 - D. The Board of County Commissioners specifically reserves the right to reject any conditional proposal and will normally reject those that made it impossible to determine the true amount of the proposal.