



REQUEST FOR QUALIFICATIONS (RFQ) & RESPONDENTS
ACKNOWLEDGEMENT

RFQ TITLE:

Federal Lobbying Services

RFQ NUMBER:

CAO 09-15

RFQ OPENING DATE & TIME:

February 11th, 2015 4:00 P.M. CT

LAST DAY FOR QUESTIONS:

February 4th, 2015 4:00 P.M. CT

NOTE: QUALIFICATIONS RECEIVED AFTER THE REQUEST FOR QUALIFICATIONS OPENING DATE & TIME WILL NOT BE CONSIDERED.

Okaloosa County, Florida solicits your company to submit a qualifications on the above referenced goods or services. All terms, specifications and conditions set forth in this RFQ are incorporated into your response. Qualifications will not be accepted unless all conditions have been met. All qualifications must have an authorized signature in the space provided below. All qualifications must be sealed and received by the Okaloosa County Clerk of Court by the "RFQ Opening Date & Time" referenced above. All envelopes containing sealed qualifications must reference the "RFQ Title" and "RFQ Number". Okaloosa County is not responsible for lost or late delivery of qualifications by the U.S. Postal Service or other delivery services used by the respondent. Neither faxed nor electronically submitted documents will be accepted. Qualifications may not be withdrawn for a period of sixty (60) days after the opening of qualifications unless otherwise specified.

RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR QUALIFICATIONS. QUALIFICATIONS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.

COMPANY NAME _____

MAILING ADDRESS _____

CITY, STATE, ZIP _____

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): _____

TELEPHONE NUMBER: _____ EXT: _____ FAX: _____

EMAIL: _____

I CERTIFY THAT THIS SUBMITTAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL TERMS AND CONDITIONS OF THIS SOLICITATION AND CERTIFY THAT I AM AUTHORIZED TO SIGN THESE DOCUMENTS FOR THE RESPONDENT.

AUTHORIZED SIGNATURE: _____ TYPED OR PRINTED NAME _____

TITLE: _____ DATE _____

NOTICE TO RESPONDENTS RFQ CAO 09-15

The Okaloosa County Board of County Commissioners request qualifications from interested respondents detailing their qualifications and experience to provide **FEDERAL LOBBYING SERVICES**.

Interested respondents desiring consideration should provide an original and six (6) copies of their Request for Qualifications (RFQ) with the respondent's areas of expertise identified. Submissions should be portrait orientation, unbound, and 8 ½" x 11" where practical. **All originals must have original signatures in blue ink.** Guidelines detailing form and content requirements for qualifications are available by contacting Okaloosa County Purchasing Department, 602-C North Pearl St., Crestview, FL 32536, 850-689-5960, or downloading them from our website at http://www.co.okaloosa.fl.us/dept_purchasing.html then access the link "Vendor Registration and Opportunities" which will link you to the Florida Purchasing Group <http://www.floridabidsystem.com/>.

RFQs must be delivered to the Okaloosa County Purchasing Department at the address below no later than **4:00 p.m., February 11th, 2015** in order to be considered. All qualifications received after the stated time and date will be returned unopened and will not be considered. **NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services.** Proposers using mail or delivery services assume all risks of late or non-delivery.

All qualifications must be in sealed envelopes reflecting on the outside thereof "**REQUEST FOR FEDERAL LOBBYING SERVICES**". Failure to mark outside of envelope as set forth herein shall result in the submittal not being considered.

The County reserves the right to award to the firm with a resulting negotiated agreement that is most advantageous and in the best interest of Okaloosa County, and to waive any irregularity or technicality. Okaloosa County shall be the sole judge of the submittal and the resulting negotiated agreement that is in its best interest and its decision will be final.

All qualifications should be addressed as follows:
Okaloosa County Purchasing Department
602-C North Pearl Street
Crestview, FL 32536

Zan Fedorak
Purchasing Manager

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FL

Charles K. Windes, Jr.
Chairman

Deputy Clerk

GENERAL INFORMATION

The Okaloosa County Board of County Commissioners (hereinafter referred to as “County”) is requesting sealed Qualifications from qualified consulting firms or individuals for the provision of lobbyist services to represent the County for the purpose of securing for Federal government funding for County projects and for representation of the County’s interests with the Federal government. The respondent shall work closely with the County’s liaison, County Administrator, in the development and ongoing implementation of these programs.

AGENCY OVERVIEW

The County is a political subdivision of the State of Florida and is located in Northwest Florida. Okaloosa County has a population of more than 193,000. Okaloosa County has 24 miles of beachfront on the (“Emerald Coast”) Gulf of Mexico. Much of the County is taken up by part of Eglin Air Force Base – the largest land mass Air Force Base in the world. Okaloosa County works under a County Administrator and five elected County Commissioners.

REQUIREMENTS

SCOPE OF WORK

The County is requesting sealed Qualifications from qualified firms or individuals for the provision of lobbyist services to represent the County for the purpose of securing Federal government funding for County projects and the representation of the County’s interests with the Federal government. The respondent shall work closely with the County’s liaison in the development and ongoing implementation of these programs and shall provide, at a minimum, the following services:

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

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

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

The successful respondent will appoint one of their employees as the key contact for approval by the County Administrator.

Services of the respondent shall be under the general direction of the County Administrator or his appointed representative, who shall act as the County representative during the performance of the scope of services.

Lobbyist must provide disclosure of lobbying activities in accordance with title 31 U. S. C. section 1352 and all other applicable provisions of law.

The term of this contract will be for three (3) years. The County reserves the right to renew this contract for two (2) additional two-year contract periods.

The engagement of certain professional services, including those required by this Request for Qualifications, 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.

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

1. Letter of interest including information on location of the firm's office that will be the lead office for this contract.
2. **Business Credentials** – Provide a synopsis of the respondent's qualifications, to include specific capabilities of the firm.
3. **Registration** – State the licensing/registration qualifications of the respondent's personnel and business office. Provide copies of same.
4. **Specific Accomplishments** – Provide a listing of governmental agencies for which the respondent has provided services (with an emphasis on County level) including a description of the work performed by the respondent representative of the type of work proposed under this Request for Qualifications. The list should include only projects that had significant input from individuals who will be assigned to work on behalf of the County.
5. List at least 3 comparable County governmental agencies which your firm, or you, have contracts with and the amount of Federal funding which you have obtained for them.
6. List the public sector issues which best illustrate the experience of the individual or firm and current staff which is being assigned to this contract. (List no more than 10 issues, nor any issues which were

completed more than five (5) years prior to the date of this submittal). For each issue please provide the following:

- a. Name of the client, including contact person's name, address and phone #.
 - b. The nature of the issue pursued.
 - c. The outcome of the lobbying efforts on this issue.
 - d. Key professionals involved, including the roles of each.
7. **Project Management Organization** – The respondent must identify key personnel to be assigned to this work and provide a resume of their qualifications, education and experience.
8. **References** – List five (5) referenced representative of related past experience to include, as a minimum, a contact person, company name, phone number, and a brief description of the work.
9. **Additional Information & Comments** – The contents under this heading are to be left to the discretion of the respondent. Material must be pertinent to the request but not be otherwise requested in the Request for Qualifications.

Evaluation of Qualifications – The statements of qualifications will be reviewed by a Review & Selection Committee (to be appointed at a later date). The Committee will rank the firms or individuals and may schedule presentations with such applicants as deemed appropriate. The determination to which firms or individuals are scheduled for presentations shall be at the sole discretion of the selection committee.

The Selection Review Committee will evaluate all submitted Qualifications and:

1. Prepare a listing of those respondents determined to be interested and available. Evaluate the qualifications meeting minimum submission criteria based upon qualifications and conduct discussions with those firms or individuals deemed to be the most qualified to provide the services required. Selection will be based on the following considerations:
 - a. Experience in representing small/medium counties in regards to regulatory issues & legislation.
 - b. Experience in obtaining Federal grants and other funding for small/medium counties.
 - c. Experience of staff members who will be primarily responsible within the firm for coordinating Okaloosa County.
 - d. Understanding of proposed work
 - e. Ability to assume requirements of the contract along with current workload.
 - f. Location of offices and personnel to be able to meet the requirements of the work.
 - g. References

2. Review of all qualifications 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 criteria listed in Form H.
 - c. The committee may request oral presentations from the respondents when establishing the recommended priority or short list.
3. 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.

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 09/22/14

BONDING REQUIREMENTS

There are no Bonding Requirements required for RFQ CAO 09-15.

RESPONDENT'S INSURANCE

1. The RESPONDENT 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 Manager or designee.
2. All insurance policies shall be with insurers licensed to do business in the State of Florida.
3. All insurance shall include the interest of all entities names in and its respective agents, respondents, 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.
4. 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.
5. 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 RESPONDENT.
6. 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 RESPONDENT.
7. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the RESPONDENT, which are involved, and which is a part of the contract.
8. The County reserves the right at any time to require the RESPONDENT to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
9. The designation of RESPONDENT 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.

10. 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 RESPONDENT 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 RESPONDENT 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 (or in an equivalent amount if not located within the State of Florida) shall be furnished to 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. No class of employee, including the RESPONDENT 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 RESPONDENT 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 RESPONDENT 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, and Broad Form Property Damage.
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 RESPONDENT shall notify the County representative in writing. The RESPONDENT 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 Respondent's Liability
 - 4.) Errors and Omissions

5. RESPONDENT 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>
1. Worker’s Compensation	
1.) State	Statutory
2.) Employer’s Liability	\$100,000 each accident
2. Business Automobile & Commercial General Liability Insurance	\$1,000,000 each occurrence (A combined single limit)
3. Personal and Advertising Injury	\$250,000
4. Professional Liability	\$1,000,000 each occurrence (A combined single limit)

NOTICE OF CLAIMS OR LITIGATION

The RESPONDENT 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 RESPONDENT’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 RESPONDENT 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, RESPONDENT 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 wrongful conduct of the RESPONDENT and other persons employed or utilized by the RESPONDENT in the performance of this contract.

Note: For respondent’s convenience, this certification form is enclosed and is made a part of this package.

CERTIFICATE OF INSURANCE

1. 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.
2. 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.

3. 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. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
4. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the RESPONDENT's full responsibility. In particular, the RESPONDENT shall afford full coverage as specified herein to entities listed as Additional Insured.
5. 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 RESPONDENT has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the RESPONDENT 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 RESPONDENT of any responsibility under this contract.

Should the RESPONDENT engage a subcontractor or sub-subcontractor, the same conditions will apply under this agreement to each subcontractor and sub-subcontractor.

The RESPONDENT hereby waives all rights of subrogation against Okaloosa County and its respondents and other indemnities of the RESPONDENT under all the foregoing policies of insurance.

UMBRELLA INSURANCE

The RESPONDENT 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.

GENERAL SERVICES SPECIAL QUALIFICATIONS CONDITIONS

1. **PROJECT DESCRIPTION** – The purpose and intent of this Request of Qualifications is to select a supplier to provide and deliver **FEDERAL LOBBYING SERVICES** to the various locations for Okaloosa County Board of County Commissioners.

2. **PRE-QUALIFICATION ACTIVITY** -
 - a. **Addendum** - Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, any Commissioners, or County staff, and Review Committee, or any other person authorized on behalf of the County related or involved with the solicitation. Any inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing to, by US mail or email to:

Okaloosa County Purchasing Department
602 C North Pearl Street
Crestview, FL 32536
Email: jallen@co.okaloosa.fl.us
(850)689-5960

 - b. All questions or inquiries must be received no later than seven (7) calendar days prior to the RFQ’s closing date. Any addenda or other modification to the qualifications documents will be issued by the County five (5) days prior to the date and time of RFQ’s closing, as a written addenda distributed to all prospective respondents by posting to the Florida Purchasing Group. To access the Florida Purchasing Group go to: www.floridabidsystem.com.

 - c. Such written addenda or modification shall be part of the RFQ documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit with their documents. No respondent may rely upon any verbal modification or interpretation.

3. **PREPARATION OF QUALIFICATIONS** – Qualifications may be rejected which contain any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice requesting qualifications.
 - a. Qualifications by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer who has legal authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary.

 - b. Qualifications by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

 - c. Qualifications by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

 - d. Qualifications by an individual shall show the respondent’s name and official address.

- e. Qualifications by a joint venture shall be executed by each joint venture in the manner indicated in the Request for Qualification. The official address of the joint venture must be shown below the signature.
- f. All signatures shall be in blue ink. All names shall be typed or printed below the signature.
- g. The submittal shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the submittal shall be shown.
- h. If the respondent is an out-of-state corporation, the submittal shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida in accordance with Article 3. Respondent shall state contractor license # for the State of Florida shall also be shown on the proposal form. Contractor shall be licensed in accordance with the requirements of Chapter 489 of the Florida Statutes.

4. INTEGRITY OF QUALIFICATIONS DOCUMENTS - Any modifications or alterations to the original solicitation documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of submittal. Any such modifications or alterations that a respondent wishes to propose must be clearly stated in the respondent's submittal and presented in the form of an addendum to the original documents.

5. SUBMITTAL OF QUALIFICATIONS – Qualifications shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or request for qualifications and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the qualifications are being submitted for), the name and address of the respondent, and shall be accompanied by the other required documents.

Note: Crestview is not a next day delivery site for overnight carriers.

6. MODIFICATION & WITHDRAWAL OF SUBMITTAL – Qualifications may be modified or withdrawn by an appropriate document duly executed in the manner that a submittal must be executed and delivered to the place where documents are to be submitted prior to the date and time for the opening of the solicitation.

If within 24 hours after qualifications are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its submittal, that respondent may withdraw its submittal, and the respondent's security will be returned. Thereafter, if the work is a re-qualification, that respondent will be disqualified from 1) further purposing on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

7. QUALIFICATIONS OPENING INFORMATION – Qualifications will be opened at the time and place indicated in the advertisement or request for qualification and unless obviously non-responsive, read aloud publicly. It is the respondent's responsibility to assure that his documents are 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.

8. **QUALIFICATIONS TABULATION SHEET** – Any respondent interested in receiving a copy of the qualification tabulation sheet **must** enclose a stamped self-addressed envelope with their qualifications.
9. **QUALIFICATIONS DOCUMENTS TO REMAIN SUBJECT TO ACCEPTANCE** – All qualification documents will remain subject to acceptance or rejection for sixty (60) calendar days after the day of the opening, but the County may, in its sole discretion, release any submittal and return the respondent’s security prior to the end of this period.
10. **IDENTICAL TIE QUALIFICATIONS** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more qualifications which are equal with respect to price, quality and service are received by the County for the procurement of commodities, contractual services, a submittal 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 qualifications will be followed if none of the tied vendors have a drug-free workplace program.

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

11. **CONDITIONAL & INCOMPLETE QUALIFICATIONS** - Okaloosa County specifically reserves the right to reject any conditional submittal and will normally reject those qualifications which make it impossible to determine the true quality of services to be provided by respondent.
12. **ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this qualification or resulting contract when deemed to be in the County’s best interest.
13. **APPLICABLE LAWS & REGULATIONS** – The respondent’s attention is directed to the fact that all applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the qualifications throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.
14. **DISQUALIFICATION OF RESPONDENTS** - Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of his qualifications:
 - A. More than one qualification for the same work from an individual, firm or corporation under the same or different name.
 - B. Evidence that the respondent has a financial interest in the firm of another proposer for the same work.
 - C. Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant shall have been reinstated as a qualified respondent.

- D. Uncompleted work which 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 qualifications.
- F. Default under previous contract.
- G. Listing of the respondent by the Federal Government on its barred/suspended vendor list.

15. AWARD OF CONTRACT -

- A. **Okaloosa County Review** - All respondents should be advised that Okaloosa County designated Staff will review all qualifications and will participate in the Recommendation to Award.
- B. The County will award the contract to the most qualified respondent, and the County reserves the right to award the contract to the respondent submitting the most responsive submittal with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all qualifications or to waive any irregularity or technicality in qualifications received. Okaloosa County shall be the sole judge of the qualifications and the resulting negotiated agreement that is in its best interest and its decision shall be final.
- C. Okaloosa County reserves the right to waive any informalities or reject any and all qualifications, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this RFQ and to accept the submittal that in its judgment will best serve the interest of the County.
- D. Okaloosa County specifically reserves the right to reject any conditional qualifications and will normally reject those which made it impossible to determine the true quality of services to be provided by respondent.

16. PAYMENTS – The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview FL 32536. The prices stipulated herein for articles delivered and accepted. Invoices must show Contract #.

17. DISCRIMINATION - An entity or affiliate who has been placed on the discriminatory vendor list may not submit qualifications for a contract to provide goods or services to a public entity, may not submit qualifications on a contract with a public entity for the construction or repair of a public building or public work, may not submit qualifications 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.

18. PUBLIC ENTITY CRIME INFORMATION - Pursuant to Florida Statute 287.133, a respondent 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

19. **CONFLICT OF INTEREST** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their qualifications 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.
20. **REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Qualifications will not be considered from vendors who are currently involved in official financial reorganization or bankruptcy proceedings.
21. **INVESTIGATION OF RESPONDENT** – The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.
22. **AUTHORITY TO PIGGYBACK** - All respondents submitting a response to this Request for Qualifications agree that such response also constitutes qualifications to all governmental agencies under the same conditions, for the same contract price, and for the same effective period as this proposal, should the respondent feel it is in their best interest to do so.
Each governmental agency desiring to accept these qualifications and make an award thereof shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this contract.

This agreement in no way restricts or interferes with the right of any governmental agency to bid any or all items.

23. **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 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 respondent's convenience, this certification form is enclosed and is made a part of this qualifications package.

24. **REVIEW OF PROCUREMENT DOCUMENTS** - Per Florida Statute 119.071 (2) 2 sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. [119.07](#)(1) (Inspection and copying of public records) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
25. **COMPLIANCE WITH FLORIDA STATUTE 119.071** - The RESPONDENT shall comply with all the provisions of section 119.071, Florida Statutes relating to the public records which requires, among other things, that the RESPONDENT: (a) Keep and maintain public records; (b)

Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.

26. **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 respondent 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.

Respondents 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.

27. **SUSPENSION OR TERMINATION BY OWNER FOR CONVENIENCE** - Owner may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as Owner may determine, or to terminate all or a portion of the Contract for Owner’s convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If Owner orders a suspension, the Contract price and Contract time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.
28. **FAILURE OF PERFORMANCE/DELIVERY** - In case of default by the respondent or respondent after award of contract, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the contract and removal of the respondent from the vendor list for duration of one year, at the option of County officials.
29. **AUDIT** - If required, respondent shall permit an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this contract from the date of the contract through and until the expiration of contract.
30. **EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION** – Respondent will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.

31. **NON-COLLUSION** – Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.
32. **UNAUTHORIZED ALIENS/PATRIOT’S ACT** – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent’s failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.
33. **The following documents are to be submitted with the qualifications packet:**
 - A. Drug-Free Workplace Certification Form
 - B. Conflict of Interest
 - C. Federal E-Verify
 - D. No Contact Clause Form
 - E. Indemnification and Hold Harmless
 - F. Company Data
 - G. Addendum Acknowledgement
 - H. Ranking Sheet

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED RESPONDENT 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.: _____

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all respondents/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 _____

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 respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

NO CONTACT CLAUSE

The 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 respondents/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 documents are due, should be directed to the Purchasing Manager or an appointed representative. It shall be the Purchasing Manager decision whether to consider this information in the decision process.

Any violation of this policy 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

On this _____ day of _____, 2014 hereby agree to abide by the County's "**No Contact Clause**" and understand violation of this policy shall result in disqualification of my submittal.

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.

Respondent'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

COMPANY DATA

Physical Address & Phone #:

Proposer's Company Name:

Physical Address:

Contact Person (Typed-Printed):

Phone #:

Cell #:

Federal ID or SS #:

Proposer's License #:

Fax #:

Emergency #'s After Hours,
Weekends & Holidays:

ADDENDUM ACKNOWLEDGEMENT

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of solicitation:

<u>ADDENDUM NO.</u>	<u>DATE</u>

NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.

**REQUEST FOR QUALIFICATIONS
FOR FEDERAL LOBBYIST SERVICES
RFQ BCC 09-15**

COMPANY NAME				
	Qualifications			
Experience in representing small/medium counties in regards to regulatory issues & legislation (0-20)				
Experience in obtaining Federal grants and other funding for small/medium counties (0-20)				
Experience of staff members who will be primarily responsible within the firm for coordinating Okaloosa County (0-15)				
Understanding of proposed work (0-15)				
Ability to assume requirements of the contract along with current workload (0-15)				
Location of offices and personnel to be able to meet the requirements of the work (0-10)				
References (0-5)				
Total (100 point scale)				

COMMITTEE MEMBER (Print): _____ DATE: _____

SIGNATURE _____