

**REQUEST FOR QUALIFICATIONS FOR GIS PROFESSIONAL
ENGINEERING SERVICES
FOR OKALOOSA COUNTY INFORMATION SYSTEMS**



RFQ #: IS 62-14

RFQ DUE: AUGUST 8, 2014 @ 4:00 P.M.

**THE INTENT OF THIS RFQ IS TO OBTAIN
GIS PROFESSIONAL ENGINEERING SERVICES
FOR OKALOOSA COUNTY INFORMATION SYSTEMS**

**REQUEST FOR QUALIFICATIONS
GIS PROFESSIONAL ENGINEERING SERVICES
OKALOOSA COUNTY INFORMATION SYSTEMS**

The Okaloosa County Board of County Commissioners, under the provisions of Section 287.055, Florida Statutes and County policy, request qualifications from GIS professional engineering firms for professional GIS engineering services including but not limited to: the full range of digital photogrammetric services such as image processing, creation of digital epipolar corrected stereo measurable products and tools, rectified, orthorectified and geo-coded imagery, data encoding schemes and automated feature extraction; system design and integration; software engineering; scientific programming; preparation of plans, aerial photography mission planning and support, expertise in Unmanned Aerial Systems (UAS) that includes both the acquisition and modification of the aerial platform itself, as well as the camera payloads that provide surveillance and reconnaissance capabilities, provide capabilities in collecting imagery and developing stereoscopic and orthomosaic products for ingestion into ESRI and StereoGIS toolsets that are currently utilized by the County, support the acquisition and procurement of UAS platforms together with the integration of custom cameras and ground support software to collect and disseminate the imagery products to entities within and associated with the County, provide capabilities in the process of establishing FAA approval via Certificate of Authorization (COA) to the County to allow it to operate the UAS within the national airspace, specifications and contract documents, preparation of cost estimates, contract administration, and any other type of project which may be under the purview of the Information Systems Department.

The nature of the service will be to provide ongoing support and coordination in order to enhance and ensure proper implementation of the aforementioned system components. Services of the consultant shall be under the general direction of the County Department Director initiating the work or his or her designee, who shall act as the County's representative during the performance of the scope of services.

GIS professional engineering firms desiring consideration should provide an original and six (6) copies of their Request for Qualifications (RFQ) with the firm's areas of expertise identified. Selected firm(s) will not be required to have expertise in all the areas specified above. Submissions should be portrait orientation, unbound, and 8 ½" x 11" where practical. **All originals must be original signatures in blue ink.** Guidelines detailing form and content requirements for the statement of 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. RFQs must be delivered to the Okaloosa County Purchasing Department at the address below no later than **4:00 p.m., August 8, 2014** in order to be considered. All submittals 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 RFQs must be in sealed envelopes reflecting on the outside thereof **“Request for Qualifications for GIS Professional Engineering Services for Okaloosa County Information Systems”**. 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 RFQs should be addressed as follows:

Okaloosa County Purchasing Department
602-C North Pearl Street
Crestview, FL 32536

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FL

Charles K. Windes, Jr.
Chairman

Zan Fedorak
Purchasing Manager

Deputy Clerk

**GUIDELINES FOR REQUEST FOR QUALIFICATIONS (RFQ)
GIS PROFESSIONAL ENGINEERING SERVICES FOR
OKALOOSA COUNTY INFORMATION SYSTEMS**

The purpose of this Request for Qualifications is to provide interested consultants with guidelines and information to enhance their submission of RFQs on the project entitled **“GIS PROFESSIONAL ENGINEERING SERVICES FOR OKALOOSA COUNTY INFORMATION SYSTEMS”**.

It is expected that the consultants’ contract will consist of the technical ability, qualifications and experience of all vendor staff positions required to complete any GIS professional engineering projects for GIS professional engineering services including, but not limited to: the full range of digital photogrammetric services such as image processing, creation of digital epipoler corrected stereo measurable products and tools, rectified, orthorectified and geo-coded imagery, data encoding schemes and automated feature extraction; system design and integration; software engineering; scientific programming; preparation of plans, aerial photography mission planning and support, expertise in Unmanned Aerial Systems (UAS) that includes both the acquisition and modification of the aerial platform itself, as well as, the camera payloads that provide surveillance and reconnaissance capabilities, provide capabilities in collecting imagery and developing stereoscopic and orthomosaic products for ingestion into ESRI and StereoGIS toolsets that are currently utilized by the county, support the acquisition and procurement of UAS platforms together with the integration of custom cameras and ground support software to collect and disseminate the imagery products to entities within and associated with the county, provide capabilities in the process of establishing FAA approval via Certificate of Authorization (COA) to the county to allow it to operate the UAS within the national airspace, specifications and contract documents, preparation of cost estimates, contract administration, and any other type of project which may be under the purview of the Information Systems Department.

Services of the consultant shall be under the general direction of the County Department Director initiating the work or his or her designee, who shall act as the County’s representative during the performance of the scope of services.

These negotiations will conform to the Florida Consultants Competitive Negotiation Act (CCNA) Chapter 287.057, Florida Statutes and County policy. The term of the resulting contract will be for three (3) years. The County reserves the right to renew any contract for one (1) additional three-year contract period. Renewal of the contract period shall be recommended by the Information Systems Department.

The Board of County Commissioners reserves the right to accept or reject any or all statement of qualifications/proposals or to waive any informality existing in any proposal, or to accept the proposals which best serves the interest and intent of this project and is from the most responsive and responsible firms. An original and six (6) copies of the Requests for Qualifications (RFQ) will be required with all copies having been signed by a company official with the power to bind the company in its contract. All must be completely responsive to the Request for Qualification guidelines for consideration.

The content of the RFQ of the successful firms will become a basis for contractual negotiations. Board of County Commissioners approval will be required to negotiate contract fees after a firm(s) is selected based on technical ability, qualifications and experience. After contracts are signed, each miscellaneous project cost will be negotiated relative to the number of hours required by each position to accomplish the scope of work. The actual GIS professional engineering services costs will be based on time and expenses with a not to exceed limit based on the negotiated hours and expenses. The results of this negotiation will result in a Task Order for the miscellaneous project. The County's standard form of consulting agreement will be utilized. Payment schedule and basis for payment will be negotiated, but will be based upon documented work completed.

The selected consultants shall be required to assume responsibility for all services offered in their RFQ. The selected consultants will be the sole point of contact concerning contractual matters including payments of any charges resulting from the contract.

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

1. **Letter of interest** including information on location of the firm's office that will be the lead office for this contract.
2. **Business Credentials** – Provide a synopsis of the consultant's qualifications, to include nature of business, specific capabilities of the firm and length of time in business.
3. **Certifications** – Provide list of any pertinent certifications related to the tasks mentioned on page 3.
4. **Areas of Expertise** – Provide list of your company's area of expertise. Include listing of projects verifying same. Firms **are not required** to have expertise in all areas to be considered.
5. **Project Management Organization** – Describe the organizational structure that will be used to manage projects. The consultant must identify key personnel to be assigned to projects with a brief background summary.
6. **References** – List three (3) references representative of related past experience to include, as a minimum, a contact person, company name, phone number, and a brief description of the project. References from past or current employees of Okaloosa County will not be considered as part of the qualification submittal.

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

Evaluation/Selection of Submittals – The submittals will be reviewed by a Review & Selection Committee. Paper and Electronic Submission required in Microsoft Word or Adobe Acrobat PDF not to exceed 9MB. The Committee will select those firms deemed to be most responsive and hear presentations by those firms, if necessary.

The Selection Review Committee will evaluate all submittals received and:

1. Prepare a listing of those proposers determined to be interested and available. Evaluate the submittals meeting minimum submission criteria based upon qualifications and conduct discussions with those firms deemed to be the most highly qualified to provide the services required. Selection as best qualified will be based on the following considerations:
 - a. 40% Technical solution – ability to meet all technical requirements
 - b. 35% Vendor Qualifications and Experience
 - c. 25% Location of firm/office/responsiveness
2. Review of all submittals received will proceed as follows:
 - a. The selection committee will review all written documents submitted.
 - b. The committee's ranking of prospective firms shall be based on the firm's qualifications, capabilities, ability, adequacy of personnel, past record, recent experience, current workload, location(s) of the firm or individual and the overall adherence to the Request For Qualifications.
 - c. The committee may request oral presentations from the consultants when establishing the recommended priority or short list.
 - d. Submittals will be reviewed to determine if all mandatory requirements have been met. Failure to meet any mandatory requirements may result in the submittal being rejected.
3. Okaloosa County reserves the right to negotiate contracts with one or more GIS professional engineering services firms for these services.

4. Presentation of the rankings, selections, agreements and proposed contracts will be made to the Okaloosa County Board of County Commissioners in accordance with the Purchasing Department's policy related to the acquisition of services.
5. At such time when an approval is granted by the Okaloosa County Board of Commissioners notification will be provided to each firm in accordance with the County's Purchasing Department policy.

INSURANCE REQUIREMENTS

Contractor's Insurance

1. 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.
2. 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.
3. 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.
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 CONTRACTOR.

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 CONTRACTOR.
7. 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.
8. 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.
9. 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.
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 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. No class of employee, including the CONTRACTOR himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

Business Automobile and Commercial General Liability Insurance

1. The CONTRACTOR shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.

2. The CONTRACTOR shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures. The coverage shall include both On-and Off-Premises Operations, Contractual Liability, Board Form Property Damage, and Professional Liability.

3. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claim-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the **CONTRACTOR** shall notify the County representative in writing. The **CONTRACTOR** shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.

4. Commercial General Liability coverage shall be endorsed to include the following:
 - 1.) Premises – Operation Liability
 - 2.) Occurrence Bodily Injury and Property Damage Liability
 - 3.) Independent Contractor’s Liability
 - 4.) Completed Operations and Products Liability

5. CONTRACTOR shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for two (2) years beyond acceptance of project.

Limits of Liability

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer’s liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Worker’s Compensation	
1.) State	Statutory
2.) Employer’s Liability	\$1,000,000 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)

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 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 start up and, (7) be maintained in effect until final payment is made unless otherwise agreed to in writing by the OWNER , CONTRACTOR, and ENGINEER with thirty (30) days written notice to each other entity to whom a certificate of insurance is 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 & Hold Harmless

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

Certificate of Insurance

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.
4. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs). County requests that all deductibles or SIRs be no greater than \$10,000. However, CONTRACTORS having insurance with higher deductibles may submit a bid without penalty reflecting the pricing for their deductible provided that CONTRACTOR also submits a brief company financial statement.
5. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the CONTRACTOR's full responsibility. In particular, the CONTRACTOR shall afford full coverage as specified herein to entities listed as Additional Insured.
6. 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.
7. 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.

SPECIAL CONDITIONS

1. Right to Waive and Reject:

1. 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 Manager 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 which made it impossible to determine the true amount of the proposal.

2. Disqualification of Proposers:

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

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

- C. Evidence of collusion among proposers. Participants in such collusion will receive no recognition as proposers for any future work of the County until such participant shall have been reinstated as a qualified proposer.
 - D. Uncompleted work which in the 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.
 - G. The Board, in its absolute discretion, may reject any proposal of a proposer that has failed, in the opinion of the Board, to complete or perform an Okaloosa County contracted project in a timely fashion or has failed in any other way, in the opinion of the Board, to perform a prior contract in a satisfactory manner, and has directed the Okaloosa County Purchasing Manager to emphasize this condition to potential proposers.
3. **Discrimination:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
4. **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 Agreement.
- Note: For proposer's convenience, this certification form is enclosed and is made a part of the bid package.**
5. **Local Preference:** Okaloosa County reserves the right to grant a preference to in-county bidders only when bids are received from firms located in states, counties, municipalities or other political subdivisions which offer preference to bidders located in such political subdivisions. The amount of preference given to local bidders will be the same as that given by the state, county, municipality or other political subdivisions in which a bidder is located. If the political subdivision in which a bidder is located offers a preference to its local firms, that bidder must plainly state the extent of such preference to include the

amount and type preference offers. Any bidder failing to indicate such preference will be removed from the County bid list and any and all bids from that firm will be rejected.

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

6. **Reorganization or Bankruptcy Proceedings:** Proposals will not be considered from vendors who are currently involved in official financial reorganization or bankruptcy proceedings.
7. **Payments:** The contractor shall be paid upon submission of invoices in duplicate to the Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St, #203, Crestview FL 32536.
8. **Information:** Questions concerning proposal requirements or specifications should be directed to Okaloosa County Purchasing, 602-C North Pearl St., Crestview, FL 32536, 850-689-5960, or http://www.co.okaloosa.fl.us/dept_purchasing.html. 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.
9. **Public Entity Crime Information:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for **CATEGORY TWO** for a period of 36 months from the date of being placed on the convicted vendor list.
10. **Conflict of Interest Disclosure Form:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposals the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa County Board of County Commissioners, or any of its agencies.

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

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

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

11. **Identical Tie Bids:** Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and service are received by the County for the procurement of commodities or contractual services, a bid 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 bids will be followed if none of the tied vendors have a drug-free workplace program.

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

12. **Protection of Resident Workers:** – The Okaloosa County Board of County Commissioners actively supports the Immigration & Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States, (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U. S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification. The contractor shall establish appropriate procedures and controls so no services or products under the contract documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirement.
13. **Compliance with Florida Statute 119.071** - The CONTRACTOR shall comply with all the provisions of section 119.071, Florida Statutes relating to the public records which requires, among other things, that the CONTRACTOR: (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 contractor upon termination of the contract.

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

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

YES _____

NO _____

NAME(S)

POSITION(S)

FIRM NAME: _____

BY (PRINTED): _____

BY (SIGNATURE): _____

TITLE: _____

ADDRESS: _____

PHONE NO. _____

E-MAIL _____

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.: _____

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

LOCAL PREFERENCE DATA SHEET

Okaloosa County grants a preference to in-county bidders only when bids are received from firms located in states, municipalities or other political subdivisions which offer preference to bidders located in such political subdivisions. The amount of preference given to local bidders will be the same as that given by the state, county, municipality or other political subdivisions in which the out-of-county bidder is located. If the political subdivision in which a bidder is located offers a preference to its local firms, that bidder must plainly state the extent of such preference to include the amount and type preference offered. Any bidder failing to indicate such preference will be removed from the County bid list and any and all bids from that firm will be rejected.

Does the state, county, municipality or political subdivision in which your firm is located offer a preference to their local bidders? If “YES,” list below the extent of such preference. (If your firm is located in Okaloosa County, you will check “YES”-reciprocal only.)

YES _____

NO _____

If yes, you must identify how you confirmed this information or who you spoke with within your area of business location below:

Bidder’s Company Name

Authorized Signature – Manual

Printed Name

Date

NO CONTACT CLAUSE

The Board 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, 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 approves an award.

When the solicitation silence period is in effect, no oral or written communication is allowed regarding the solicitation between prospective bidders/proposers and members of the Board, 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 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 proposal/submittal.

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: _____

CONTRACT

This agreement, executed in Crestview, Florida this _____ day of _____, 2014 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 **providing GIS Engineering Services for Okaloosa County Information Systems as set forth in the attached proposal** in strict conformity with the provisions of this Contract, the Notice to Proposers, the Specifications and the Proposal approved by the Owner. The said Specifications, the Notice to Proposers, 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 will make and furnish a Performance Bond and Payment Bond with _____ as Surety, 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.

This contract shall be in effect upon completion of signatures by both parties and shall run through _____. This contract may be renewed upon agreement by both parties for an additional _____ periods. Attached prices shall be fixed until _____. Attached prices may be adjusted annually during the renewal period per written agreement by both parties and based on the Producers Price Index published monthly by the U.S. Department of Labor, Bureau of Labor Statistics, for the price of goods. The only addition increase during the contract period would be due to the postage costs.

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.

REPRESENTATIVES: The authorized representative of the County shall be:

Don Vanderhoek
Okaloosa County Information Systems
1804 Lewis Turner Blvd
Fort Walton Beach, FL 32547
850-651-7570
E-Mail: dvanderhoek@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
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 _____ 2014 and is effective on the _____ day of _____ 2014.

ATTEST:

COUNTY OF OKALOOSA, FLORIDA

Gary Stanford

BY _____
Charles K. Windes, Jr., Chairman

Deputy Clerk of Court