

**WATER & WASTEWATER  
RATE CONSULTING SERVICES  
FOR OKALOOSA COUNTY WATER & SEWER**



**RFQ #: WS 50-13**

**RFQ DUE: August 9, 2013 @ 4:00 P.M.**

**THE INTENT OF THIS RFQ IS TO PROVIDE WATER & WASTEWATER  
RATE CONSULTING SERVICES  
FOR OKALOOSA COUNTY WATER & SEWER**

**REQUEST FOR QUALIFICATIONS  
WATER & WASTEWATER RATE CONSULTING SERVICES  
OKALOOSA COUNTY WATER & SEWER**

The Okaloosa County Board of County Commissioners under the provisions of Section 287.055, Florida Statutes and County policy, request qualifications from experienced, professional rate consulting firms to provide annual consulting services in, but not limited to, water & wastewater utility rates and fees, and financial services on an as needed basis. The selected firm will be expected to perform such services as assistance in forecasting, rate-making, and financial planning as well as other tasks as may be deemed necessary by the County. 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.

Rate consulting 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. Guidelines detailing form and content requirements for the RFQ are available by contacting Kimberly Kilpatrick, Financial Manager, 1804 Lewis Turner Blvd., Suite 300, Ft. Walton Beach, FL 32547 or call 850-651-7143.

RFQs must be delivered to the Okaloosa County Purchasing Department at the address below no later than **4:00 p.m., August 9, 2013** in order to be considered.

All RFQs must be in sealed envelopes reflecting on the outside thereof **"Request for Qualifications for Water & Wastewater Rate Consulting Services for Okaloosa County Water & Sewer."**

All RFQs should be addressed as follows:  
Okaloosa County Purchasing Dept  
Attn: Richard Brannon  
602-C North Pearl St  
Crestview FL 32536

**//Signed//**  
Richard L. Brannon  
Purchasing Director

BOARD OF COUNTY COMMISSIONERS  
OKALOOSA COUNTY, FL

Don R. Amunds  
Chairman

**GUIDELINES FOR REQUEST FOR QUALIFICATIONS (RFQ)  
WATER & WASTEWATER RATE CONSULTING SERVICES  
OKALOOSA COUNTY WATER & SEWER**

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 **“WATER & WASTEWATER RATE CONSULTING SERVICES FOR OKALOOSA COUNTY WATER & SEWER.”**

It is expected that the consultants' contract will consist of fixed hourly costs for all positions required to complete any public water and wastewater infrastructure tasks for professional rate consulting services including but not limited to: review and if necessary, redesign of the potable water and wastewater rates and charges based on cost of services principles, project potable water and wastewater service area, including number of customers and usage for planning and rate evaluation, project annual revenue requirements for potable water and wastewater based on operating and capital funding needs; review and update miscellaneous charges which include connect and/or disconnect fees, meter set, meter test, account turned off/on for non-payment, illegal water connection or stolen meter, and returned checks; review and design fees for new service installations; review and develop potential wholesale water and wastewater rates; review operations of the water and wastewater utility systems to determine if additional service charges and revenue enhancements are appropriate; review and recommend proposed connection fees (capacity expansion fees) based on the cost of projected facilities expansion and unused existing capacity, as well as uses of fees for upgrades and expansions as part of the capital funding plan; participate in periodic meetings and presentations; and any other type of tasks which may be under the purview of the Water & Sewer Department or any other County 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. Once these fixed hourly costs are negotiated and the contracts signed, each miscellaneous project will be negotiated relative to the number of hours required by each position to accomplish the scope of work. The consulting 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.

The term of this 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 Water & Sewer 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.

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.

Payment schedule and basis for payment will be negotiated, but will be based upon documented work completed.

**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.

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.

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 specific capabilities of the firm.
3. **Registration** – State the State of Florida licensing/registration qualifications of the consultant's personnel and business office. Provide copies of same.
4. **Specific Accomplishments** – Provide a listing of completed projects with a description of the work performed by the consultant 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 County projects.
5. **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.

6. **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, and provide a resume of their qualifications, education and experience.
7. **References** – List five (5) 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.
8. **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.
9. **No Contact Clause** - The Okaloosa County Board of County Commissioners have established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences when the procurement document is received and terminates when the Board of County Commissioners approves an award.

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

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 submittal the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies.

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

Furthermore, the official, prior to or at the time of submission of the RFQ, 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. **Drug Free Workplace Certification** – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals that are equal with respect to price, quality and service are received by the County for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

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

12. **Liability & Indemnification Form** – 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 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.**

13. **Federal E-Verify Compliance Certification** - In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Proposer hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the contractor during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation of such verification to the COUNTY upon request.

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

RFQ Opening shall be public on the date and time specified on the proposal form. It is the firm's responsibility to assure that their RFQ is delivered at the proper time and place. Offers by telegram, facsimile, or telephone are not acceptable. **Note:** Crestview is **"not a next day guaranteed delivery location"** by delivery services.

**Evaluation/Selection of Submittals** – The submittals will be reviewed by County staff. Proposals should be responsive to the items identified in this request for qualifications and contain no more than 35 pages. The 35 page maximum includes all required forms and certification copies, but excludes the cover and table of contents. The staff will select those firms deemed to be most responsive and hear presentations by those firms, if necessary.

County staff will evaluate all submittals received and:

1. Prepare an alphabetical 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. Responsiveness of the submittals clearly stating an understanding of the work to be performed for the County.
  - b. Firm's reputation and competence, including technical education and training, experience in projects outlined in the RFQ, availability of adequate personnel, equipment and facilities, the extent of repeat business of the firm and, where applicable, the relationship of cost estimates by the firm to actual costs on previous projects.
  - c. Current workload and firm's capacity to perform future work.
  - d. Fields of work for which the firm is proposing to perform.
  - e. Financial responsibility and solvency.
  - f. Past record of professional accomplishments related to the area(s) of work the firm is proposing to perform.
  - g. Previous experience with Okaloosa County, specifically stating which department and personnel were points of contact.
  - h. Qualifications and responsibilities of personnel to be assigned to the program.
  - i. Experience with programs similar in size and scope to those herein proposed.
  - j. Firm's capability to meet schedules.
  - k. Willingness to meet time and budget requirements including past performance examples.
  - l. Demonstrated expertise and experience in utilizing various design and modeling software.
  - m. Geographic location of the firm's office(s) that will be providing service to the County, including permanent office(s) of the project management team.
2. Review of all submittals received will proceed as follows:
    - a. County staff will review all written documents submitted.
    - b. 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.
  3. Okaloosa County reserves the right to negotiate contracts with one or more water and wastewater rate consulting 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.

**RFQ Opening** - RFQ Opening shall be public on the date and time specified on the RFQ form. It is the proposer's responsibility to assure that their RFQ is delivered to the proper time and place. Offers by telegram, facsimile or telephone are **NOT** acceptable. **Note: Crestview, FL is "not a next day guaranteed delivery location" by delivery services.**

**Right to Waive and Reject:**

- A. The Board, in its absolute discretion, may reject any submittal of a proposer that has failed, in the opinion of the Board, to complete or perform an Okaloosa County contracted project in a timely fashion or has failed in any other way, in the opinion of the Board, to perform a prior contract in a satisfactory manner, and has directed the Okaloosa County Purchasing Director to emphasize this condition to potential proposers.
- B. There is no obligation on the part of the County to award the contract to the highest ranked proposer, and the County reserves the right to award the contract to proposer submitting a responsive RFQ 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 submittals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgement will best serve the interest of the County.
- D. The Board of County Commissioners specifically reserves the right to reject any conditional proposal and will normally reject those which made it impossible to determine the true amount of the proposal. Each item must be proposed separately and no attempt is to be made to tie any item or items to any other item or items.

**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:

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



- C. Evidence of collusion among proposers. Participants in such collusion will receive no recognition as proposers for any future work of the County until such participant shall have been reinstated as a qualified proposer.
- D. Uncompleted work which in the judgement of the County might hinder or prevent the prompt completion of additional work if awarded.
- E. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of the RFQ.
- F. Default under previous contract.

**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.

**Record Retention** – The selected firm will be required to keep all records documenting work done for the owner and have them available for inspection if audited. During the life of the contract.

## **INSURANCE REQUIREMENTS**

During the performance of services under this agreement, CONSULTANT shall maintain Commercial General Liability, Business Automobile Liability (including hired and non-owned coverage), Professional Liability and Workers' Compensation insurance. Such coverage shall adequately protect the interest of the COUNTY with regard to all exposures including design defects and subsequent costs and lost revenue to loss associated with this agreement. In no circumstance shall the limit of liability be written with limits less than \$1,000,000.

CONSULTANT shall furnish COUNTY certificates of insurance which shall include a provision that such insurance shall not be cancelled or coverage reduced without at least 30 days written notice to the COUNTY.

All coverage shall be with carriers admitted to do business in the State of Florida. Carriers shall be A+ rated by A M Best Company and have a financial size of X or higher. The Commercial General Liability and Business Automobile policies shall name Okaloosa County, Florida as an Additional Insured. Further, the Workers' Compensation policy shall contain a waiver of subrogation in favor of the COUNTY. Okaloosa County, Florida shall be listed as the Certificate Holder on all certificates.

COUNTY reserves the right to modify its insurance requirements on 60 days notice to CONSULTANT.

## **BOARD POLICY ON "NO CONTACT CLAUSE"**

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

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

When the solicitation silence period is in effect, no oral or written communication is allowed regarding the solicitation between prospective bidders/proposers and members of the Board of County Commissioners, the County Administrator or members of the Board Approved Review Committee. All questions or requests for information regarding the solicitation **must** be directed to the designated Purchasing Representative listed in the solicitation.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Director or his appointed representative. It shall be the Purchasing Director's decision whether to consider this information in the decision process.

Any attempt by a vendor/proposer to influence a member or members of the aforementioned shall be grounds to disqualify the proposer from consideration during the selection process.

All proposers must agree to comply with this policy by signing the following statement and including it with their submittal.

I \_\_\_\_\_ representing \_\_\_\_\_  
**Signature** **Company Name**

Hereby agree to abide by the County's "**No Contact Clause**" and understand violation of this policy shall result in disqualification of my submittal.

**DATE** \_\_\_\_\_

# CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all bidders/proposers, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), of 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)**

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FIRM NAME: \_\_\_\_\_

BY (PRINTED): \_\_\_\_\_

BY (SIGNATURE): \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE NO. \_\_\_\_\_

E-MAIL \_\_\_\_\_

DATE \_\_\_\_\_

# DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED PROPOSER 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

(REVISED: JANUARY 12, 2001)

# FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Proposer hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the contractor during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation of such verification to the COUNTY upon request.

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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:   | _____ |            | (Typed or Printed) |
|            | _____ | TITLE:     | _____              |
| PHONE NO.: | _____ | E-MAIL:    | _____              |

# NOTICE OF AWARD

TO:

**PROJECT  
DESCRIPTION:**

The **OWNER** has considered the **PROPOSAL** submitted by you for the above-described **WORK** in response to its Advertisement for Qualifications dated \_\_\_\_\_ and Information for Proposers.

You are hereby notified that your **PROPOSAL** has been accepted for services at the rates attached hereto.

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20**13**.

**OWNER – OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS**

BY: \_\_\_\_\_ TITLE Purchasing Director  
Richard L Brannon

**ACCEPTANCE OF NOTICE**

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

BY: \_\_\_\_\_

This the \_\_\_\_\_ day of \_\_\_\_\_, 20**13**.

BY: \_\_\_\_\_

Title: \_\_\_\_\_



# NOTICE TO PROCEED

DATE: \_\_\_\_\_

**TO:**

**PROJECT:** \_\_\_\_\_

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

You are required to return an acknowledged copy of this NOTICE TO PROCEED to the **OWNER:** Okaloosa County Purchasing, 602-C North Pearl St, Crestview, FL 32536.

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS  
**OWNER**

BY: \_\_\_\_\_  
Richard L. Brannon

TITLE: **Purchasing Director**

## ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE TO PROCEED** is hereby acknowledged.

\_\_\_\_\_  
Company Name

This the \_\_\_\_\_ day of \_\_\_\_\_, **2013**

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Type or Print Name

Title: \_\_\_\_\_

## DRAFT CONTRACT

This agreement, executed in Crestview, Florida this \_\_\_\_\_ day of \_\_\_\_\_, 2013 between the County of Okaloosa, Florida, the Owner, hereinafter called the Party of the First Part, and \_\_\_\_\_ or **its** successors, executors, administrators and assigns, hereinafter called the Party of the Second Part.

### WITNESSETH:

That for and in consideration of payments, hereinafter mentioned, to be made by the Party of the First Part, the Party of the Second Part agrees to furnish all equipment, machinery, tools and labor required to be furnished and delivered and to do and perform all work **related to providing Rate Consultant Services as per the attached fee schedule** in strict conformity with the provisions of this Contract.

In consideration of the foregoing promises, the Party of the First Part agrees to pay to the Party of the Second Part such unit prices for the work actually done as are set out in the accompanying proposal in the manner provided in the said Specifications.

The Contractor shall be prepared to begin work to be performed under the contract as he set forth in his proposal, but will not proceed until he receives official notice to begin.

This contract may be utilized by other Okaloosa County Departments. Said departments will negotiate Task Orders independently from Okaloosa County Water & Sewer.

This contract shall be for a **three (3)** year period and may be renewed for one **(1)** additional three-year period upon written agreement by both parties.

This contract may be cancelled by either party upon sixty (60) day written notification. The owner may cancel the contract due to failure to perform required tasks.

**REPRESENTATIVES:** The authorized representative of the County shall be:

Kimberly J. Kilpatrick  
Okaloosa County Water & Sewer  
1804 Lewis Turner Blvd., Suite 300  
Ft. Walton Beach, FL 32547  
850-651-7143  
E-Mail: [kkilpat@co.okaloosa.fl.us](mailto:kkilpat@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:

Jack Allen  
Purchasing Services Manager  
Okaloosa County Purchasing Department  
602-C North Pearl Street  
Crestview, FL 32536  
850-689-5960 / 850-689-5998 (FAX)  
E-Mail: [jallen@co.okaloosa.fl.us](mailto:jallen@co.okaloosa.fl.us)

**IN WITNESS WHEREOF**, the Chairman of the Board of County Commissioners, by authority vested in him, has hereunto subscribed his name on behalf of the County of Okaloosa, Florida, the Owner, and the said \_\_\_\_\_ has hereto fixed his signature, the day and year above written.

**WITNESS:**

\_\_\_\_\_

\_\_\_\_\_  
**CONTRACTOR**

**BY** \_\_\_\_\_

\_\_\_\_\_  
**TITLE**

**STATE OF FLORIDA  
COUNTY OF OKALOOSA**

This contract is accepted this \_\_\_\_\_ day of \_\_\_\_\_ 2013 and is effective on the \_\_\_\_\_ day of \_\_\_\_\_ 2013.

**ATTEST:**

**COUNTY OF OKALOOSA, FLORIDA**

\_\_\_\_\_  
Gary Stanford  
Deputy Clerk of Court

**BY** \_\_\_\_\_  
Don R. Amunds, Chairman