

**FEASIBILITY STUDY OF FORMING A HOTEL
FINANCING AUTHORITY IN OKALOOSA COUNTY, FLORIDA**



PROPOSAL #: BCC 58-10

PROPOSAL CLOSES: DECEMBER 10, 2010 @ 4:00 P.M.

**THE INTENT OF THIS RFP IS TO ENTER INTO CONTRACT WITH A
QUALIFIED FIRM TO DO A HOTEL FINANCIAL AUTHORITY FEASIBILITY STUDY**

**REQUEST FOR PROPOSAL/QUALIFICATIONS TO PROVIDE A FEASIBILITY STUDY
OF FORMING A HOTEL FINANCING AUTHORITY IN OKALOOSA COUNTY, FLORIDA**

The Okaloosa County Board of County Commissioners under the provisions of Section 287.055, Florida Statutes and County policy, request qualifications from professional firms to provide a Feasibility Study of Forming a Hotel Financing Authority for the Okaloosa County Board of County Commissioners.

Guidelines detailing form and content requirements for the statement of qualifications/proposal are available by contacting Richard Brannon, Purchasing Director, 602-C North Pearl St, Crestview FL 32536; (850) 689-5960, or they may be downloaded from our website at www.co.okaloosa.fl.us (Departments, Purchasing, Vendor Registration & Opportunities); this links you to the Florida Panhandle Purchasing Group website where our bid specifications will now be posted.

Proposals must be delivered to the Okaloosa County Purchasing Department at the address below no later than **4:00 p.m., (local time) December 10, 2010** in order to be considered.

All proposals must be in sealed envelopes reflecting on the outside thereof **“Proposal to Provide a Feasibility Study of Forming a Hotel Financing Authority for the Okaloosa County Board of County Commissioners”**.

All proposals should be addressed as follows:

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

//Signed// - J Jack Allen for
Richard L. Brannon
Purchasing Director

11/10/10
Date

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

Wayne Harris
Chairman

SPECIFICATIONS

1.0 INTRODUCTION – The purpose of this Request for Proposal (RFP) is to obtain the services of a qualified firm to conduct a market feasibility study to assist the Okaloosa County Board of County Commissioners understand the market potential for construction of a multi-floored hotel in the study area. Offerors shall submit proposals to the County which will be based on information provided herein, additional information provided by the County at the contractor's request.

1.1 BASIC GUIDELINES FOR THIS REQUEST FOR PROPOSALS – The proposals shall be evaluated in accordance with the evaluation criteria set forth in this Request for Proposal (RFP). Subsequent to the opening of the sealed proposals, discussions may be conducted by the County with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals; and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers.

In conducting any such discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors. All such discussions shall be conducted by the County Purchasing Director named below:

Name: Richard L. Brannon, CPPB, FCCM
Title: Purchasing Director
Okaloosa County Purchasing Department
602-C North Pearl St.
Crestview FL 32536
Phone: 850-689-5960 / 850-689-5970 (Fax)
E-Mail: rbrannon@co.okaloosa.fl.us

Award(s) shall be made to the responsible offeror(s) whose proposal(s) is determined in writing to be the most advantageous for the County, taking into account all of the evaluation factors set forth in this RFP. No other factors or criteria shall be used in the evaluation. The County reserves the right to reject any and all proposals submitted in response to this request.

1.2 RESTRICTIONS ON COMMUNICATIONS WITH STAFF – From the issue date of this RFP until a contractor is selected and the selection is announced, offerors are not allowed to communicate, for any reason, with any County staff except through the Purchasing Director named herein, or during a scheduled meeting. For violation of this provision, the County shall reserve the right to reject the proposal of the offending offeror. All questions concerning this RFP must be submitted in writing (e-mail preferred, or fax may be used) to the Purchasing Director. No questions other than written will be accepted. No response other than written will be binding upon the County.

1.3 CONTRACT TERM – The term of this contract shall be from commencement of services and until all services are rendered and all invoices postmarked by the County during said term shall be filled at the contract price.

2.0 DESCRIPTION OF REQUIREMENTS

- 2.1 INTRODUCTION** – Okaloosa County has established certain requirements with respect to proposals to be submitted by offerors.

Whenever the terms “shall”, “must”, “will”, or “is required” are used in the RFP, the specification being referred to is a mandatory requirement or this RFP. Failure to meet any mandatory requirement will cause rejection of offeror’s proposal.

Whenever the terms “can”, “may”, or “should” are used in the RFP, the specification being referred to is a desirable and failure to provide any items so termed may not be cause for rejection, however, will probably cause a reduction in score awarded.

2.2 BACKGROUND SUMMARY

- A. **FOCUS AREA** – See Attachment “A” (Proposal from Ozean Development Co. LLC)

- B. **SUMMARY** – The feasibility study is intended to assist the County in understanding the potential for development in the study area. The feasibility study should explore the potential progression of an ideally located hotel/resort. The specific purpose of the feasibility study is to demonstrate the potential economic viability of a public/private project consistent with current County policies; and to assist the County and the community in making an informed decision as to whether to move forward with implementation.

- 2.3 PROJECT OVERSIGHT & STAFFING** – The successful offeror will report to Jim Curry, County Administrator; e-mail: jcurry@co.okaloosa.fl.us , phone (850-651-7515). Project status is mandatory, during the work via reports and/or other interactions as proposed or specified.

2.4 DETAILED SERVICES REQUIRED

- 2.4.1 SCOPE OF SERVICES** – Conduct an initial orientation meeting with the County project team and other interested stakeholders.

Conduct detailed financial analysis (pro forma) of individual properties in the study area to determine realistic viability for development in the near term.

Determine the likely short and long term trade area, as well as the different patron segments (workers, tourists, residents, and visitors) to be served by the study area.

Collect demographic data (household income, housing values, consumer expenditure potential by retail category, education levels, percent white collar employment, age, projected growth, etc).

Factor the effects of pedestrian circulation, general vehicular circulation patterns, strength of existing retail competition, proposed adjacent

developments, and other relevant conditions into the analysis of consumer expenditure.

Issue a qualitative opinion as to whether or not development is supportable in the study area, the types of uses that would be most successful (to include a demand analysis) hotel and entertainment uses and include an analysis of potential revenue generated by the new development.

Provide analysis of which uses currently face excessive competition thereby making them susceptible to failure, as well as those that show a void in competition and can therefore support additional development.

Provide analysis as to the feasibility of the County establishing a hotel financing authority (through a proposed ordinance).

Prepare a draft feasibility study for review by the project team.

Present a completed feasibility study to the County Administrator, Chairman of the Board of County Commissioners. Presentation by the successful consultant may be required at a Board of County Commissioners meeting.

PART 1 HOTEL MARKET STUDY – The County is requesting a detailed hotel market study be performed with respect to the proposed Ozean Hotel project in Okaloosa County (see Appendix A). The requested market study should be based on the hotel specifications as indicated in Appendix A, specifically a 450-room, four-star resort-convention hotel at the location of 1350 Miracle Strip Parkway, Ft. Walton Beach, FL.

Ultimately, this market study should include but not be limited to an evaluation of the occupancy, Average Daily Rate (ADR) and resulting net operating income from such a facility at the prescribed location.

PART 2 CANNIBALIZATION OF LOCAL HOTEL ROOMS IN MARKET – As part of the market study, the County is requesting than an analysis of hotel competition in the market be discussed and analyzed. Based on the local competition, specifically hotels located in Okaloosa County, the analysis should describe the net effects of hotel occupancy on these hotels as a result of the proposed Ozean Hotel. Ultimately, this section of the market study should determine if there is cannibalization of hotel rooms as a result of the Ozean Hotel given its target market and price point. Given that the proposed facility is located some distance award from the County's convention facility, the analysis should also address: (i) whether the proposed facility's meeting space will cannibalize in any fashion the usage of the existing convention facility, and (ii) whether the distance between the two facilities presents a quantifiable difficulty in terms of the two working together to attract events.

This section of the market study will be based on the findings of Part 1 and Part 2. As stated, Part 1 of the requested market study will include an analysis of the proposed hotel project. Part 2 will include an analysis of

the proposed hotel's impact on existing hotels in the local market. Based on the results of these findings, the study will evaluate the feasibility of the hotel finance authority for this specific project. This analysis shall include a projection of the tourist development tax receipts and ad valorem tax increment expected to be derived from the facility, and a projection of debt service coverage from such revenue sources of indebtedness issued to finance the facility.

**GUIDELINES FOR STATEMENT OF QUALIFICATIONS/PROPOSAL
FEASIBILITY STUDY FOR FORMING A HOTEL FINANCING AUTHORITY**

The purpose of this Request for Proposal/Qualifications is to provide interested consultants with guidelines and information to enhance their submission of proposals on the project entitled **“FEASIBILITY STUDY FOR FORMING A HOTEL FINANCING AUTHORITY IN OKALOOSA COUNTY, FL”**.

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 five (5) copies of the proposal will be required with all copies have been signed by a company official with the power to bind the company in its proposal. All must be completely responsive to the Request for Proposal/Qualifications guidelines for consideration.

The selection consultant shall be required to assume responsibility for all services offered in his proposal. The selected consultant 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.

Proposals **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, brief history of the firm (1 page) and financial status (1 page), past performance relating to completing similar projects within budget and on schedule and experience in managing multiple tasks simultaneously.
3. **Registration** – State 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 Proposal/Qualifications. The list should include only projects that had significant input from individuals who will be assigned to work on County projects.
5. **Project Management Organization** – The consultant must identify key personnel to be assigned to projects, and provide a resume of their qualifications, education and experience. Include quality management principles and practices employed.
6. **References** – List five (5) references representative of related past experience to include, as a minimum, a contact person, company name, phone # and a brief description of the project.
7. **Additional Information & Comments** – The contents under this heading are left to the discretion of the consultant. Material must be pertinent to the proposal but not be otherwise requested in the Request for Proposal/Qualifications.

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

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

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

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

9. **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.

10. **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.

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

The Board of County Commissioners of Okaloosa County in its absolute discretion may reject any proposal of a proposer that has failed, in the opinion of the Board, to complete or perform an Okaloosa County contracted project in a timely and acceptable fashion, and has directed the Okaloosa County Purchasing Director to emphasize this condition to potential proposers.

Evaluation/Selection of Proposals – A Selection Review Committee will evaluate all proposals received and:

1. Prepare an alphabetical listing of those proposers determined to be interested and available. Evaluate the proposals meeting minimum submission criteria based upon qualifications and conduct discussions with those firms deemed to be the most highly

qualified to provide the services required. Each of the firms will be required to execute the Truth-In-Negotiation certificate as defined in Florida Statutes 287.055. Selection as best qualified will be based on the following considerations:

- a. Responsiveness of the proposal clearly stating an understanding of the work to be performed for the County.
 - b. Firm's reputation and competence, including technical education and training, experience in similar projects, 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.
 - d. Financial responsibility.
 - e. Past record of professional accomplishments.
 - f. Familiarity with proposed project areas and understanding of the program to be undertaken.
 - g. Qualification of personnel assigned to the program.
 - h. Experience with programs similar in size and scope to those herein proposed.
 - i. Firm's capability to meet schedules.
 - j. Geographic location of the firm.
 - k. Women and minority participation.
 - l. Demonstrated competence of related industry experience in hospitality industry.
 - m. Thorough knowledge of bond issues.
 - n. Thorough knowledge or stakeholder perspectives.
2. Review of all proposals received will proceed as follows:
- a. The Selection Committee will review all written documents submitted.
 - b. The committee's ranking of prospective firms shall be based on the firm's capabilities, ability, adequacy of personnel, past record, recent experience, current workload, location of the firm or individual, and cost.
 - c. The committee may request oral presentations from the vendors when establishing the recommended priority or short list.
 - d. The Review Committee will use the attached ranking sheet to score all proposals.
3. Negotiations between the Selection Committee and the priority vendors (the vendors ranked highest on the Board approved short list) that will proceed as follows:

- a. Negotiations will be held with the first vendor on the priority list.
 - b. If no tentative agreement can be reached with the first vendor, then negotiations will commence with the second vendor on the short list.
 - c. If no tentative agreement can be reached with the second vendor, then negotiations will commence with the third vendor.
 - d. If no tentative agreement is reached with the third vendor, then the committee shall return to the Board to report such and recommend that a new short list be established from among the other proposals submitted. If for any reason said procedure is not feasible, the committee shall seek direction from the Board as to how to proceed further.
4. Presentation of the tentative agreements by the selection committee to the Board for approval. The Executive Summary shall inform the Board as to the terms, conditions, and costs associated with the contracts.
 5. Upon approval of the agreement by the Board, execution of a formal written agreement prior to commencement of the work associated with the contract.
 6. Direct contact one-on-one with the committee members is not allowed. Selection will be on the basis of professional qualifications and experience.
 - a. The Selection Review Committee will evaluate and rank all proposals meeting the minimum submissions requirements and enter into formal negotiations with said firms. Firms will be notified of dates and times of any interviews.

Proposal Opening - Proposal Opening shall be public on the date and time specified on the proposal form. It is the proposer's responsibility to assure that his proposal 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.

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 Proposals, is exempt from the provisions of the Administrative Procedure Act, Chapter 120, Florida Statutes, as amended, and therefore are not to be subject to the appeal process therein described at any time during the solicitation period.

Right to Waive and Reject:

- A. The Board, in its absolute discretion, may reject any proposal of a proposer that has failed, in the opinion of the Board, to complete or perform an Okaloosa County contracted project in a timely fashion or has failed in any other way, in the opinion of the Board, to perform a prior contract in a satisfactory manner, and has directed the Okaloosa County Purchasing Director to emphasize this condition to potential proposers.
- B. There is no obligation on the part of the County to award the proposal to the lowest proposer, and the County reserves the right to award the proposal to proposer submitting a responsive proposal with a resulting negotiated agreement which is most advantageous and in the best interest of Okaloosa county, and to reject any and all proposals or to waive any irregularity or technicality in proposals received. Okaloosa County shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.
- C. The Board of County Commissioners reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgment will best serve the interest of the County.
- D. The Board of County Commissioners specifically reserves the right to reject any conditional proposal and will normally reject those which made it impossible to determine the true amount of the proposal.

Disqualification of Proposers:

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

- A. More than one proposal for the same work from an individual, firm or corporation under the same or different name.
- B. Evidence that the proposer has a financial interest in the firm of another proposer for the same work.
- C. Evidence of collusion among proposers. Participants in such collusion will receive no recognition as proposers for any future work of the County until such participant shall have been reinstated as a qualified proposer.
- D. Uncompleted work which in the 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 Director to emphasize this condition to potential proposers.

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.

Regulations & Ordinances – The proposer is required to be familiar with all Federal, State and local laws, ordinances, code rules and regulations that may in any way affect the work. Ignorance on the part of the proposer shall in no way relieve proposer from responsibility.

Prohibition Against Contingent Fees – Florida Statute 287.6.a. requires the following statement, duly signed and notarized, be included in each submittal:

“The respondent warrant that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the respondent, any fee, commission or percentage, gift or other consideration contingent upon or resulting from award or making of this agreement”.

Effective Date – The effective date of this contract would be effective upon signing a contract agreement by both parties.

Payment – The contractor shall be paid upon submission of invoices, through the requesting department to the 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. All invoices must show the County Contract #.

Information – Any questions should be directed to Richard Brannon, Okaloosa County Purchasing Department; 850-689-5960. Any changes by the County to specifications shall be in writing in the form of an addendum and furnished to all proposers. Verbal information obtained otherwise will not be considered in awarding of proposals. **Proposers must understand that they are not allowed to contact the Review Committee Members for information.**

INSURANCE REQUIREMENTS

Contractor's Insurance

- A. The **CONTRACTOR** shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Management Director.
- B. All insurance policies shall be with insurers licensed to do business in the State of Florida, and any insuring company is required to have a minimum rating of A, Class X in the Best Key Rating Guide published A. M. Best & Co., Inc.
- C. All insurance shall include the interest of all entities names in and its respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
- D. The County of Okaloosa shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation and Professional Liability.
- E. The County of Okaloosa shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual agreements between the County of Okaloosa and the **CONTRACTOR**.
- F. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the **CONTRACTOR**.
- G. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the **CONTRACTOR**, which are involved, and which is a part of the contract.
- H. The County reserves the right at any time to require the **CONTRACTOR** to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
- I. The designation of **CONTRACTOR** shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
- J. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such

cancellation or amendment. Such notice shall be given directly to the County Representative.

Workers' Compensation Insurance

1. The **CONTRACTOR** shall secure and maintain during the life of this agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County of Okaloosa, the **CONTRACTOR** shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished the County of Okaloosa not less than ten (10) days prior to the commencement of any and all subcontractual agreements which have been approved by the County of Okaloosa.
2. Such insurance shall comply with the Florida Workers' Compensation Law.
3. No class of employee, including the **CONTRACTOR** himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

Business Automobile and Commercial General Liability Insurance

1. The **CONTRACTOR** shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
2. The **CONTRACTOR** shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures. The coverage shall include both On-and Off-Premises Operations, Contractual Liability, Board Form Property Damage, and Professional Liability.
3. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claim-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the **CONTRACTOR** shall notify the County representative in writing. The **CONTRACTOR** shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
4. Commercial General Liability coverage shall be endorsed to include the following:
 - 1.) Premises – Operation Liability
 - 2.) Occurrence Bodily Injury and Property Damage Liability

- 3.) Independent Contractor's Liability
 - 4.) Completed Operations and Products Liability
5. **CONTRACTOR** shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for two (2) years beyond acceptance of project.

Limits of Liability

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

| | <u>LIMIT</u> |
|--|--|
| A. Worker's Compensation | |
| 1.) State | Statutory |
| 2.) Employer's Liability | \$1,000,000 each accident |
| B. Business Automobile & Commercial General Liability Insurance | \$1,000,000 each occurrence (A combined single limit) |
| C. Personal and Advertising Injury | \$250,000 |

Notice of Claims or Litigation

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

Indemnification & Hold Harmless

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

Certificate of Insurance

- A. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows:

Okaloosa County
602-C North Pearl Street
Crestview, Florida 32536

- B. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
- C. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer.
- D. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs). Deductibles or SIRs in excess of \$10,000 will not be accepted unless specifically approved in writing by Okaloosa County. 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.
- 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 **CONTRACTOR** has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.
- F. In the event of failure of the **CONTRACTOR** to furnish and maintain said insurance and to furnish satisfactory evidence thereof, Okaloosa County shall have the right (but not the obligation) to take out and maintain insurance on the project. All costs for the coverage will be paid by **CONTRACTOR** upon presentation of a bill.

General Terms

Any type of insurance or increase of limits of liability not described above which the **CONTRACTOR** required for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of the insurance described shall in no way be interpreted as relieving the **CONTRACTOR** of any responsibility under this contract.

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

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

Umbrella Insurance

The **CONTRACTOR** shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this agreement.

CONFLICT OF INTEREST DISCLOSURE FORM

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

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

YES _____

NO _____

NAME(S)

POSITION(S)

FIRM NAME: _____

BY (PRINTED): _____

BY (SIGNATURE): _____

TITLE: _____

ADDRESS: _____

PHONE NO. _____

E-MAIL _____

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED BIDDER CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

(Typed or Printed)

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

LOCAL PREFERENCE DATA SHEET

Refer to Special Bid Condition

Does the state, county, municipality or political subdivision in which your firm is located offer a preference to their local bidders? (If your firm is located in Okaloosa County, you will check "NO.") If "YES," list below the extent of such preference.

YES _____

NO _____

Bidder's Company Name

Authorized Signature – Manual

E-Mail

Authorized Signature – Typed

INDEMNIFICATION AND HOLD HARMLESS

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

Bidder's Company Name

Physical Address

Mailing Address

Phone Number

Cellular Number

DATE

Authorized Signature – Manual

Authorized Signature – Typed

Title

FAX Number

After-Hours Number(s)

**(SAMPLE)
NOTICE OF AWARD**

TO:

**PROJECT
DESCRIPTION:**

The **OWNER** has considered the **BID** submitted by you for the above-described **WORK** in response to its Advertisement for Bids dated _____ and Information for Bidders.

You are hereby notified that your **BID** has been accepted for items in the amounts of \$_____.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required **CONTRACTOR'S** Certificates of Insurance within fifteen (15) calendar days from the date of this notice to you. A completed copy will be returned to you with a Notice to Proceed.

If you fail to execute said Agreement 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 **BID** as abandoned.

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 _____, 2010.

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 _____, 2010.

BY: _____

Title: _____

**(SAMPLE)
NOTICE TO PROCEED**

DATE: _____

TO:

PROJECT: _____

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2010, on or before _____, and you are to complete the WORK within _____. The date of completion of all WORK is therefore _____.

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

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS
OWNER

BY: _____

Richard L. Brannon

TITLE: **Purchasing Director**

ACCEPTANCE OF NOTICE

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

Company Name

This the _____ day of _____, 2010

Signature

By: _____
Type or Print Name

Title: _____

(SAMPLE) CONTRACT

This agreement, executed in Crestview, Florida this _____ day of _____ 2010 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 **related to providing a Feasibility Study as per the attached fee schedule** in strict conformity with the provisions of this Contract, the Notice to Contractors, the Specifications and the Plans approved by the Owner. The said Plans, Specifications, the Notice to Contractors, and the Proposal are hereby made a part of this agreement as fully and to the same effect as if the same had been set forth at length in the body of this agreement.

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.

REPRESENTATIVES: The authorized representative of the County shall be:

Jim Curry, County Administrator
1804 Lewis Turner Blvd. #400
Ft. Walton Beach FL 32547
850-651-7515
E-Mail: jcurry@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
Contracts & Leases
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

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 _____ 2010 and is effective on the ____ day of _____ 2010.

ATTEST:

COUNTY OF OKALOOSA, FLORIDA

Gary Stanford
Deputy Clerk of Court

BY _____
Wayne Harris, Chairman

HOTEL FINANCING AUTHORITY FEASIBILITY STUDY POINTS - RANKING SHEET

| | | | | | |
|---|--|--|--|--|--|
| | | | | | |
| Experience/Reputation (35 points) | | | | | |
| Qualifications (35 points) | | | | | |
| Financial Strength (10 points) | | | | | |
| Fees/Costs (20 points) | | | | | |
| TOTAL MAX (100 POINTS) | | | | | |

PERSON RANKING: Name _____

 Dept. _____

 Date _____

Notes/Comments: _____
