

**BOARD OF COUNTY COMMISSIONERS,  
HOLMES COUNTY, FLORIDA  
REQUEST FOR PROPOSAL  
*For*  
HEALTH CARE INSURANCE SERVICES**

**RFP: 26-04**

The Board of County Commissioners, "the County" is seeking proposals for the professional services of an Insurance Broker to provide a compilation of health care insurance coverages for the employees of Holmes County, Florida.

***REGARDLESS OF THE METHOD OF DELIVERY, EACH OFFEROR SHALL BE RESPONSIBLE FOR THE DELIVERY OF THEIR SUBMITTAL. OUR AREA IS NOT A GUARANTEED OVERNITE FEDEX. SUBMITTAL PACKAGES ARE TO BE DELIVERED TO 107 E. VIRGINIA AVE, BONIFAY, FL 32428***

**LATE SUBMITTALS RECEIVED AFTER THE FOREMENTIONED DEADLINE DATE, EITHER BY MAIL, OR OTHERWISE, WILL NOT BE CONSIDERED AND RETURNED UNOPENED. THE TIME OF RECEIPT WILL BE DETERMINED BY THE TIME RECEIVED IN THE ADMINISTRATIVE OFFICE. IT IS THE SOLE RESPONSIBILITY OF THE FIRM FOR ASSURING THAT THE RFP IS RECEIVED IN THE PURCHASING OFFICE BY THE DESIGNATED DATE AND TIME. NO FAXED, ELECTRONIC OR ORAL RFP WILL BE ACCEPTED.**

David Corbin, Project Director [hcc@holmescountyfl.org](mailto:hcc@holmescountyfl.org)  
Jane Dellwo, Administrative Assistant [hcadmin@holmescountyfl.org](mailto:hcadmin@holmescountyfl.org)  
Holmes County Board of County Commissioners  
107 E. Virginia Ave. Bonifay, Florida 32425  
(850)547-1119

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**Instructions to Proposers**  
**Some of the instructions below may not apply to all projects.**  
**The scope of work/specifications shall control any conflicting provisions.**

**INTRODUCTION**

The Holmes County Board of County Commissioners (County) seeks Proposals for the professional services to offer Health Care Insurance support Holmes County.

**QUALIFICATION**

Proposers must provide evidence that the firm or individual providing services is registered, credentialed, and authorized to act as the Agency of Record.

**PROPOSAL DEADLINE/DELIVERY**

**SEALED PROPOSALS** for RFP NO: 26-04 Holmes County Health Insurance Coverage will be received and accepted by the BOARD OF COUNTY COMMISSIONERS OF HOLMES COUNTY, FLORIDA at the Board Administrative Office at 107 E. Virginia Ave. Bonifay, Florida 32425 up until 2:00 pm (CDT) on Friday, May 29, 2026. **Sealed submittals must include one (1) original and (5) copies, along with an electronic copy on a USB flash drive or submitted on centralbidding.com.** Proposals shall be enclosed in a sealed envelope bearing the title of the work, the name of the Proposer and the date for opening. It is the sole responsibility of the Proposer to ensure that the Proposal is received on time. Proposals will be publicly opened immediately following the deadline. Each Proposal shall be valid to Holmes County for a period of ninety (90) days after the Proposal opening. Special Accommodation: Any person requiring special accommodation at a Proposal opening because of a disability should call Holmes County at 850-547-1119 at least five (5) workdays prior to the Pre-Proposal Conference or Proposal opening.

**PROPOSAL DOCUMENTS**

Solicitation documents, existing plans, or other materials may also be obtained from Holmes County at the Board Administrative Office at 107 E. Virginia Ave. Bonifay, Florida 32425. For those materials that cannot be accessed through the internet, Holmes County will make a good faith effort to ensure that all registered Proposers (those who have been registered as receiving a proposal package) receive the documents.

**POINT OF CONTACT**

The County Purchasing Department will be the only point of contact for this RFP. Under no circumstances may a Proposer contact any County Commissioner or County employee concerning this RFP until after award, other than the Project Director, David Corbin, and the Administrative Assistant, Jane Dellwo. Any such contact may result in disqualification.

## **QUESTIONS**

Proposers shall submit all questions, in writing, to Jane Dellwo, Administrative Assistant [hadmin@holmescountyfl.org](mailto:hadmin@holmescountyfl.org) All questions shall be submitted no later than 4:00 pm (CDT) on Friday, May 22, 2026.

## **ADDENDA**

If any addenda are issued after the initial specifications are released, the County will post the addenda on the Holmes County website.

It is the responsibility of the Proposer prior to submission of any Proposal to check the above website or contact the Purchasing Department to verify any addenda issued. The receipt of all addenda must be acknowledged on the addenda response sheet.

## **PROPOSAL FORM**

To receive consideration, all Proposals shall be made on the forms provided, properly executed and with all items filled out. Do not change the wording of the Proposal Form and do not add words to the wording of the Proposal Form. No conditions, limitations or provisions will be attached or added to the Proposal Form by the Proposer.

No Proposer shall be permitted to correct a Proposal mistake after Proposal opening that would cause such Proposer to have the low Proposal, except for the correction of errors in extension of unit prices in the Proposals. In such cases, the unit price Proposal shall not be changed and shall prevail.

## **COMPLETE PROPOSAL AMOUNTS; EXAMS OF SPECS; WORK SITES**

Proposals shall be on the basis of unit price and shall be compensated in full for the complete work. The unit prices shall include all charges for completing the work and include layout, insurance, taxes, field office and supervision, overhead and profit, bonds and miscellaneous items needed to complete the Proposal. No allowance will be made to any Proposer because of a claimed lack of examination or knowledge. The submission of a Proposal shall be construed as conclusive evidence that the Proposer has made such examination.

## **WITHDRAWAL OF PROPOSALS**

Any Proposer may withdraw his Proposal, either personally or by written request, at any time prior to the scheduled time for opening Proposals. No Proposer may withdraw his Proposal for a period of 90 days after the date for opening and all Proposals shall be subject to acceptance by the County during this period.

## **CANCELLATION**

The County may cancel this RFP, or reject in whole or in part, when it is in the best interests of the County, as determined by the Board of County Commissioners. Notice of cancellation shall be posted on the County website. The notice shall identify the solicitation, and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurement of similar items.

## **BASIS OF AWARD**

The contract will be awarded to the most qualified Proposer who has proposed the best value service and product and is deemed qualified by Holmes County, subject to the County's right to reject any or all Proposals and to waive informality and irregularity in the proposals and proposing.

## **RIGHT TO REJECT**

The County reserves the right to:

- a. reject any or all submittals received;
- b. select and award any portion of any or all submittal items;
- c. waive minor informalities and irregularities in the Proposer's submittal.

A Proposal may be rejected if it is non-responsive or does not conform to the requirements and instructions in this RFP. A Proposal may be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional Proposals, incomplete Proposals, indefinite or ambiguous Proposals, failure to meet deadlines and improper and/or undated signatures. Other conditions which may cause rejection of Proposals include evidence of collusion, obvious lack of experience or expertise to perform the required work, submission of more than one Proposal for the same work from an individual, Proposer or corporation under the same or a different name, and/or failure to perform or meet financial obligations on previous contracts. Proposals may be rejected if not delivered on or before the date and time specified as the due date for submission of the Proposal.

## **EXECUTION OF AGREEMENT**

The successful Firm shall, within 10 days after receipt of the Notice of Award and the contract forms or documents, sign and deliver to the County Procurement Officer all required contract documents. The awarded Contractor shall also deliver the policies of insurance or insurance certificate as required. All insurance documents shall be approved by the Holmes County Insurance Committee Office before the successful Firm may proceed with the work.

The execution of the contract shall be contingent upon awarded contractor obtaining all applicable building permits.

## **LICENSING**

Proposer shall be properly licensed for the work specified in this Request for Proposals. All Proposers are requested to submit any required license(s) with their Proposals. License(s) must be effective as of the Proposal opening date and must be maintained throughout the contract period. Failure to be properly licensed as stated above will result in the rejection of the Proposal as nonresponsive.

## **EXEMPTION OF MEETINGS/PRESENTATIONS**

Pursuant to Florida Statute section 286.0113(2), any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a

vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from public meeting requirements. However, the County must make a complete recording of any portion of an exempt meeting and no portion of the exempt meeting may be held off the record. The recording of, and any records presented at, the exempt meeting are exempt from the public records law of section 119.07(1), Fla. Stat. (2015) and section 24(a), Art. I of the State Constitution, until such time as the agency provides notice of an intended decision or until 30 days after opening the Proposals, submittals, or final replies, whichever occurs earlier. If the County rejects all Proposals, submittals, or replies and concurrently provides notice of its intent to reissue a competitive solicitation, the recording and any records presented at the exempt meeting remain exempt from section 119.07(1), Fla. Stat. (2015) and section 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial agency notice rejecting all Proposals, submittals, or replies.

## **REPRESENTATIONS**

The contract documents contain the provisions required for the project. Information obtained from an office, Director, or employee of the County for any other person shall not affect the risks or obligations assumed by the Proposer or relieve the Proposer from fulfilling any of the conditions of the contract.

## **WARRANTY**

All goods and services furnished by Proposer, relating to and pursuant to this RFP, will be warranted to meet or exceed the specifications contained herein. In the event of breach, the Proposer will take all necessary action, at Proposer's expense, to correct such breach in the most expeditious manner possible.

## **SUBCONTRACTORS**

The Contractor will be the prime service provider and shall be responsible for all work performed and contract deliverables. Proposed use of subcontracts should be included in the Proposer's Response. Requests for use of subcontractors received subsequent to the solicitation process are subject to review and approval by the County.

The County reserves the right to request and review information in conjunction with its determination regarding a subcontract request. All subcontractors are subject to the same requirements of this solicitation as the awarded contractor.

## **PROPOSAL PROTEST**

A notice of protest must be submitted in accordance with Holmes County Purchasing Policy. The protest must be in writing, via e-mail, letter, or fax and must identify the protester and the solicitation and shall include a factual summary of the basis of the protest. The notice of protest is considered filed when it is received by the purchasing department. Further information can be found in the Holmes County Purchasing Policy.

## **ANTICIPATED SCHEDULE**

This schedule may be altered solely at the County's discretion:

RFP Advertisement: 04.29.2026 & 05.06.2026

Questions Due Date: 05.22.2026

Proposal Deadline: 05.29.2026

Board Meeting for recommended award Tuesday, June 02.2026

## **SCOPE OF WORK**

The County is requesting sealed proposals for Insurance coverage in the areas of **Health Care Insurance**.

**Note that these coverages are NOT related to the attachment labelled "Holmes County Insurance Requirements", that attachment is only required for contractors when applicable for their insurance coverages while performing services.**

### **1. Coverages – HEALTH CARE INSURANCE**

#### **2. Services and Claims Mitigation**

The County currently receives several services that help mitigate liabilities that the Proposer should provide, this is not all inclusive, and proposers are welcome to suggest additional claims mitigation services, techniques, and processes.

## **PRICING**

To allow The County maximum flexibility, provide whole lump sum pricing for all services **AND** separate pricing in the event The County may want to acquire partial services from any proposer.

### **1. Runoff Fee**

Proposer shall not charge any runoff fee.

### **2. Commission and Broker Fee**

List any commission or broker fees as separate line items.

## **PROPOSAL CHECKLIST**

Please submit the items on the following list and any other items required by any section of this invitation to Proposal. The checklist is provided as a courtesy and may not be all inclusive of items required within this invitation to Proposals.

- ONE ORIGINAL AND FIVE COPIES OF THE PROPOSAL PACKAGE AND ELECTRONIC SUBMISSION
- PROPOSAL FORM
- ADDENDUM ACKNOWLEDGEMENT
- QUESTIONAIRE (May attach additional documents to respond)
- ANTI-COLLUSION CLAUSE
- CONFLICT OF INTEREST DISCLOSURE FORM
- IDENTICAL TIE BIDS/DRUG FREE WORKPLACE
- SUB-CONTRACTORS CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
- APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING
- CONTRACTOR'S LICENSE

**ATTACHMENT 1  
REQUIRED PROPOSAL FORMS**

**PROPOSAL FORM**  
**REP NO: 26-04**

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This proposal of \_\_\_\_\_, hereinafter called "PROPOSER," organized and existing under the laws of the State of Florida doing business as \_\_\_\_\_ (insert "a corporation", "a partnership" or "an individual" as applicable), is hereby submitted to the Board of County Commissioners, hereinafter called "OWNER."

In compliance with the Advertisement for Proposals, PROPOSER hereby proposes to perform all work, as detailed in this Proposal.

By submission of this PROPOSAL, each Proposer certifies, and in the case of a joint PROPOSAL each party thereto certifies as to its own organization, that this PROPOSAL has been arrived at independently, without consultation, communication or agreement as to any matter relating to this PROPOSAL with any other PROPOSER or with any other competitor.

Contractor agrees to perform the entire work as indicated on the drawings and in compliance with the Contract Documents and Specifications, complete in every detail.

The **Lump Sum Contract Price** is:

\_\_\_\_\_ *(Words)*  
(\$ \_\_\_\_\_)

Submitted By: \_\_\_\_\_  
Name of Firm/Contractor Submitting This Proposal

Proposal Prepared By: \_\_\_\_\_  
Name of Individual Who Prepared This Proposal

Contact Email: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Signature of Authorized Representative of Company \_\_\_\_\_

Date \_\_\_\_\_

SEAL: (If Proposal is by Corporation)

**ADDENDUM ACKNOWLEDGEMENT**

I acknowledge receipt of the following addenda:

ADDENDUM NO. \_\_\_\_\_

DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_

DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_

DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_

DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_

DATED \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

It is the responsibility of the firm to ensure that they have received addendums if issued.

## QUESTIONNAIRE

- **Experience with Governmental Entities:**
  - What experience does your company have in working with organizations like ours, in terms of size, industry, and complexity?
  
  - What specific expertise does your team have in local government?
  
- **Team and Resources:**
  - What team members will be dedicated to our account, and what are their specific roles and expertise?
  
  - Provide brief biographies and project experience for the primary contacts assigned to our account.
  
- **Financial Strength:**
  - What are your company's financial ratings (AM. Best, etc.)?
  
  - What is your company's claim payout history and financial performance?
  
  - What is your company's solvency and financial reserve?
  
- **Operational Capabilities:**
  - Where are your offices located, and what are your coverage areas?
  
  - What technology platforms do you use for claims handling and risk management?
  
  - What is your approach to managing risks and preventing losses?
  
- **Claims Process:**
  - What are the typical timelines for claims resolution?
  
  - How do you handle disputed claims and litigation?
  
- **Best Practices:**
  - What best practices do you follow in claims handling and risk management?

**ANTI-COLLUSION CLAUSE**

Firm certifies that their response is made without prior understanding, agreement or connection with any Corporation, Firm or person submitting a response for the same services and is in all respects fair and without collusion or fraud.

Name of Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

**CONFLICT OF INTEREST DISCLOSURE FORM**

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

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

YES \_\_\_\_\_

NO \_\_\_\_\_

**NAME(S)**

**POSITION(S)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

## IDENTICAL TIE BIDS/DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more submittals, which are equal with respect to price, quality, and service, are received by the County for the procurement of commodities or contractual services, a submittal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied firms have a drug-free workplace program. To have a drug-free workplace program, a business shall:

Publish a statement notifying employees that 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.

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.

Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

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 bid, the employees 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.

Impose a sanction on, or require satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify the following:

(Check one and sign in the space provided.)

\_\_\_\_\_ This firm complies fully with the above requirements.

\_\_\_\_\_ This firm does not have a drug free workplace program at this time.

Name of Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

**SUB-CONTRACTORS**

As the Proposer, I submit a listing of the Sub-Contractors which I shall use to accomplish the Work. Sub-Contractors are listed by name, address, amount of work and item of work. If none, please state so.

**Subcontractor Name and Address:** \_\_\_\_\_

Work to be performed and \$ amount: \_\_\_\_\_

**Subcontractor Name and Address:** \_\_\_\_\_

Work to be performed and \$ amount: \_\_\_\_\_

**Subcontractor Name and Address:** \_\_\_\_\_

Work to be performed and \$ amount: \_\_\_\_\_

**Subcontractor Name and Address:** \_\_\_\_\_

Work to be performed and \$ amount: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND  
VOLUNTARY EXCLUSION**

**Contractor Covered Transactions**

(1) The prospective contractor of the Recipient, \_\_\_\_\_, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Recipient's contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

CONTRACTOR:

\_\_\_\_\_  
Name and Title                      Date

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Telephone Number

**APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING**  
**Certification for Contracts, Grants, Loans, and Cooperative Agreements**  
(To be submitted with each Proposal or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

Name and Title of Contractors Authorized Official

\_\_\_\_\_  
Date

**BID BOND**

BY THIS BOND, We, \_\_\_\_\_ as  
Principal and \_\_\_\_\_ a  
corporation, as Surety, are bound to the Board of County Commissioners,  
County, Florida, as County, in the sum of \$\_\_\_\_\_ for the payment of which we  
bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and  
severally. THE CONDITION of this bond is such that

1. The Principal has submitted to the County a certain Proposal dated \_\_\_\_ \_  
\_\_\_\_\_
2. If said Proposal shall be rejected, or, if said Proposal shall be accepted and the Principal shall execute and deliver a Contract, and furnish bonds for the faithful performances of work and for the payment of all persons performing labor and furnishing materials in connection therewith, and shall fulfill all other aspects created by the acceptance of said Proposal, then this obligation shall be void. Otherwise, this bond shall remain in full force and effect with it being expressly understood and agreed that the liability of the Surety and for any and all claims hereunder shall, in no event, exceed the amount of this obligation.

This Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and this bond shall, in no way, be impaired or affected by any extension of time within which the County may accept such Proposal; and Surety hereby waives notice of any such extension.

Signed, sealed and delivered in three (3) counterparts on \_\_\_\_\_

**CORPORATE PRINCIPAL**

By: \_\_\_\_\_

Attest:

Its: \_\_\_\_\_

Seal:

Acknowledged and subscribed on \_\_\_\_\_  
before the undersigned authority by \_\_\_\_\_  
as the \_\_\_\_\_ of the Corporation named as Principal  
and with due authorization of the Corporation.

Notary Public

**SURETY**

By: \_\_\_\_\_

Attest:

Seal:

Countersigned:

By: \_\_\_\_\_

Attorney-in-Fact, State of Florida

**EVALUATION/SELECTION OF PROPOSALS** - A Selection Committee will evaluate all proposals as described below:

1. The Committee will evaluate the proposals which meet the minimum submission criteria based upon qualifications and conduct discussions with those firms deemed to be the most qualified to provide the services requested. 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 an understanding of the work to be performed for the County.
- c. Current workload.
- d. Financial responsibility.
- e. Past record of professional accomplishments.
- f. Qualifications of personnel assigned to the program.
- g. Firm's capability to meet schedules.
- h. Willingness to meet time and budget requirements.
- i. Fee Proposal

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, and current workload.

3. Presentation of the rankings, selections, agreements, and proposed contracts will be made to the Holmes County Board of County Commissioners in accordance with the Purchasing Department's policy related to the acquisition of services.

4. No Contact Clause - Direct contact with any of the Selection Committee members is NOT allowed. The Holmes County Board of Commissioners have established a solicitation policy (No Contact Clause) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Request 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. Selection will be based on professional qualifications and experience.

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

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. Negotiations between the Selection Committee and the priority vendors (the vendors ranked highest on the Board approved short list) will proceed as follows:

a. Negotiations will be held with the highest ranked 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 proposal submittals. If for any reason said procedure is not feasible, the Committee shall seek Board approved direction as to how to proceed further.

e. . County reserves the right to negotiate contracts with one or more firms for these 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 & 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 any Holmes 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.

2. 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 the proposer submitting a responsive proposal with a resulting negotiated agreement which is most advantageous and in the best interest of Holmes County. Holmes 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.

3. The Board of County Commissioners reserves the right to waive any informalities or reject any or 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 judgement will best serve the interest of the County.

4. The Board of County Commissioners specifically reserves the right to reject impossible to determine the true amount of the proposal.

#### **DISQUALIFICATION OF PROPOSER**

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

1. More than one proposal for the same work from an individual, firm or corporation under the same or different name.
2. Evidence that the proposer has a financial interest in the firm of another proposer for the same work.
3. 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.
4. Uncompleted work which in the judgement of the County might hinder or prevent the prompt completion of additional work if awarded.
5. 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.
6. 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.

**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 warrants 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 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."**

**PAYMENT** - The contractor shall be paid upon submission of invoices, through the requesting department, to the Holmes County Board of County Commissioners, Finance Office. The prices stipulated here for articles delivered and accepted.

**INFORMATION** - Any questions should be directed to the Holmes County Project Director and Administrative Assistant. Any changes by County to specifications shall be in writing in the form of an addendum and furnished to all proposers who have returned the Invitation To Participate form. Verbal information obtained otherwise will not be considered in awarding of proposals. **Proposers must understand that they are not allowed to contact the Selection Committee members for information.**

**PROPOSAL OPENING** - Proposal Opening shall be open to the public on the date and time specified on the proposal invitation. It is the proposer's responsibility to assure that their proposal is delivered at the proper time and place. Offers by telegram, facsimile or telephone are **NOT** acceptable.

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

**SAMPLE RANKING SHEET**  
County Insurance

	Firm #1	Firm #2	Firm #3
Qualifications of Firm (15 Points)			
Understanding of Work and Familiarity with County Needs (20 Points)			
Claims Mitigation & Supporting Services (20 Points)			
References (20 Points)			
Fee Proposal (25 Points)			
Total Possible Points (100 Points)			

EXHIBIT 3  
**CONTRACTOR'S RESPONSE**

**COUNTY  
INSURANCE REQUIREMENTS**

**1. LOSS CONTROL/SAFETY**

a. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special *effort* to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

b. The County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that such stoppage will not shift responsibility for any damages from the Contractor to the County.

**2. DRUG FREE WORKPLACE REQUIREMENTS**

All contracts with individuals or organizations that wish to do business with the County Board of Commissioners, a stipulation will be made in the contract or purchase order that requires contractors, subcontractors, vendors or consultants to have a substance abuse policy. The employees of such contractors, subcontractors, vendors or consultants will be subject to the same rules of conduct and tests as the employees of the Holmes County Board of Commissioners. In the event of an employee of a supplier of goods or services is found to have violated the Substance Abuse Policy, that employee will be denied access to the County's premises and job sites. In addition, if the violation(s) is/are considered flagrant, or the County is not satisfied with the actions of the contractor, subcontractor, vendor, or consultant, the County can exercise its right to bar all of the contractor's, subcontractor's, vendor's, or consultants employees from its premises or decline to do business with the contractor, subcontractor, vendor or consultant in the future. All expenses and penalties incurred by a contractor, subcontractor, vendor or consultant as a result of a violation of the County's Substance Abuse Policy shall be borne by the contractor, subcontractor, vendor, or consultant.

**3. INSURANCE - BASIC COVERAGES REQUIRED**

a. The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County, on policies and with insurers acceptable to the County. These insurance requirements shall not limit the liability of the Contractor. All subcontractors are subject to the same coverages and limits as the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities but are merely minimums.

b. Except for workers' compensation and professional liability, the Contractor's insurance policies shall be endorsed to name the County as an additional insured to the extent of the County's interests arising from this agreement, contract, or lease.

c. Except for workers' compensation, the Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

d. The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

e. Insurance required of the Contractor, or any other insurance of the Contractor shall be considered primary, and insurance of the County shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the County, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

f. **WORKERS' COMPENSATION COVERAGE**

The Contractor shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least **\$500,000 each accident and \$500,000 each employee/\$500,000 policy limit for disease**. The Contractor shall also purchase any other coverages required by law for the benefit of employees. The Contractor shall provide the County an Affidavit stating that he meets all the requirements of Florida Statute 440.02(14)(d).

g. **GENERAL, AUTOMOBILE AND EXCESS OR UMBRELLA LIABILITY COVERAGE**

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial or Comprehensive General Liability and Business Auto policies of the Insurance Services Office. **Minimum limits of \$1,000,000 per occurrence** for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers' compensation Coverage section) and the amount of coverage required.

h. **GENERAL LIABILITY COVERAGE**

Commercial General Liability - Occurrence Form Required  
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement contract or lease, and broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures. Coverage B shall include personal injury. Coverage C, medical payments, is not required.

i. **PRODUCTS/COMPLETED OPERATIONS**

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

j. **BUSINESS AUTO LIABILITY COVERAGE**

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

k. **EXCESS OR UMBRELLA LIABILITY COVERAGE**

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

l. **CERTIFICATES OF INSURANCE**

1. Required insurance shall be documented in Certificates of Insurance which provide that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change. The Certificate Holder will be addressed as the COUNTY BOARD OF COMMISSIONERS,

All certificates, cancellation, nonrenewal or adverse change notices should be mailed to this address. Each Certificate will address the service being rendered to the County by the Contractor. **The County shall be named as an Additional Insured, Primary and Non-Contributory for both General Liability and Business Auto Liability with Waiver of subrogation included with respects to both General Liability and Business Auto.**

2. New Certificates of Insurance are to be provided to the County at least 15 days after coverage renewals.

3. If requested by the County, the Contractor shall furnish complete copies of insurance policies, forms and endorsements.

4. For the Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of the liability coverage.

m. **RECEIPT OF INSUFFICIENT CERTIFICATES**

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

**4. ADDITIONAL INSURANCE**

**If checked below, the County requires the following additional types of insurance.**

**Professional Liability/Malpractice/Errors or Omissions Coverage**

The Contractor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of per occurrence. If a

claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

**Property Coverage for Leases**

The Contractor shall procure and maintain for the life of the lease, all risk/special perils (including sinkhole) property insurance (or its equivalent) to cover loss resulting from damage to or destruction of the building and personal property/contents. The policy shall cover 100% replacement cost and shall include an agreed value endorsement to waive coinsurance.

**Commercial General Liability Increased General Aggregate Limit (or separate aggregate)**

Because the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of NIA is required by the County for this agreement or contract.

**Liquor Liability**

In anticipation of alcohol being served, the Contractor shall provide evidence of coverage for liquor liability in an amount equal to the general/umbrella/excess liability coverage. If the general liability insurance covers liquor liability (e.g. host or other coverage), the Contractor's agent or insurer should provide written documentation to confirm that coverage already applies to this agreement, contract or lease. If needed coverage is not included in the general/umbrella excess liability policy(ies), the policy(ies) must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required.

**Owners Protective Liability Coverage**

For renovation or construction contracts the Contractor shall provide for the County an owners protective liability insurance policy (preferably through the Contractor's insurer) in the name of the County. This is redundant coverage if the County is named as an additional insured in the Contractor's Commercial General Liability insurance policy. However, this separate policy may be the only source of coverage if the Contractor's liability coverage limit is used up by other claims.

**Builders Risk Coverage**

Builders Risk insurance is to be purchased to cover subject property for all risks of loss (including theft and sinkhole), subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the Installation Floater and Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided. If flood and/or earthquake risks exist, flood and earthquake insurance are to be purchased. If there is loss of income, extra expense and/or expediting expense

exposure, such coverage is to be purchased. If boiler and machinery risks are involved, boiler and machinery insurance, including coverage for testing, is to be purchased.

The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the County and all contractors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

**Installation Floater Coverage**

Installation Floater insurance is to be purchased when Builder's Risk insurance is inappropriate, or when Builder's Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Contractor, including off-site storage, transit and installation. The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or *off* premises. All risks coverage is preferred.

**Motor Truck Cargo Coverage**

If the Installation Floater insurance does not provide transportation coverage, separate Motor Truck Cargo or Transportation insurance is to be provided for materials or equipment transported in the Contractor's vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

**Contractor's Equipment Coverage**

Contractor's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the Contractor. All risks coverage is preferred. The contract may declare self-insurance for contractor equipment.

**Fidelity/Dishonesty/Liability Coverage - Third Party**

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Other Party's employees resulting in a loss to decedent, i.e. theft of valuables.

**Fidelity/Dishonesty Coverage for Employer (Contractor)**

Fidelity/Dishonesty insurance is to be purchased to cover dishonest acts of the Contractor's employees, including but not limited to theft of vehicles, materials, supplies, equipment, tools, etc., especially property necessary to work performed.

**Fidelity/Dishonesty/Liability Coverage for County**

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Contractor's employees resulting in loss to the County.

**Electronic Data Liability Insurance**

The Other Party shall purchase Electronic Data Liability with limits of

**Garage Liability Coverage**

Garage Liability insurance is to be purchased to cover the Contractor and its employees for its garage and related operations while in the care, custody and control of the County's vehicles.

**Garage Keepers Coverage (Legal Liability Form)**

Garage Keepers Liability insurance is to be purchased to cover damage or other loss, including comprehensive and collision risks, to the County's vehicles while in the care, custody and control of the Contractor. This form of coverage responds on a legal liability basis, and without regard to legal liability on an excess basis over any other collectible insurance.

**Damage to Premises Rented/Leased to you- (Legal Liability Form)**

Provide property coverage for leased premises due to liability incurred because the insured's negligence results in fire or explosion. Specified limit of liability required.

**Watercraft Liability Coverage**

Because the Contractor's provision of services involves utilization of watercraft, watercraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft, including owned, non-owned and hired.

Coverage may be provided in the form of an endorsement to the general liability policy, or in the form of a separate policy coverage Watercraft Liability or Protection and Indemnity.

**Aircraft Liability Coverage**

Because the Contractor's provision of services involves utilization of aircraft, aircraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any aircraft, including owned, non-owned and hired.

The minimum limits of coverage shall be \_\_\_\_\_ per occurrence, Combined Single Limits for Bodily Injury (including passenger liability) and Property Damage.

**Pollution Legal Liability Coverage**

Pollution legal liability insurance is to be purchased to cover pollution and/or environmental legal liability which may arise from this agreement or contract.

**United States Longshoremen and Harbor workers Act Coverage**

The Workers Compensation policy is to be endorsed to include United States Longshoremen and Harbor workers Act Coverage for exposures which may arise from this agreement or contract.

**Jones Act Coverage**

The Workers Compensation policy is to be endorsed to include Jones Act Coverage for exposures which may arise from this agreement or contract.

**NOTICE OF CONTEST OF CLAIM  
AGAINST PAYMENT BOND**

To: (Name and address of claimant)

You are notified that the undersigned contests your notice of nonpayment, dated \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_, \_\_\_\_\_, and served on the undersigned on \_\_\_\_\_, \_\_\_\_\_, and that the time within which you may file suit to enforce your claim is limited to 60 days after the date of service of this notice.

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

**WAIVER OF RIGHT TO CLAIM  
AGAINST THE PAYMENT BOND  
(PROGRESS PAYMENT)**

The undersigned, in consideration of the sum of\$ \_\_\_\_\_, hereby waives its right to claim against the payment bond for labor, services, or materials furnished through (insert date) to (insert the name of contractor) on the job of \_\_\_\_\_ County Board of County Commissioners, for improvements to the following described project:

(Project Name) \_\_\_\_\_

This waiver does not cover any retention, or any labor, services, or materials furnished after the date specified.

Contractor: \_\_\_\_\_

**By:** \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

**WAIVER OF RIGHT TO CLAIM  
AGAINST THE PAYMENT BOND  
(FINAL PAYMENT)**

The undersigned, in consideration of the final payment in the amount of \$ \_\_\_\_ \_  
hereby waives its right to claim against the payment bond for labor, services, or  
materials furnished to (insert the name of contractor) on the job of Holmes County  
Board of County Commissioners for improvements to the following described project:

\_\_\_\_\_ (Project Name)

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Date: \_\_\_\_\_