

REQUEST FOR QUALIFICATIONS
NATURAL RESOURCES, TECHNICAL AND/OR ENGINEERING SERVICES
FOR MINING PERMIT APPLICATIONS

RFQ# 2018-19



Issued By:
Baker County Board of County Commissioners
55 North 3rd Street
Macclenny, Florida 32063
(904) 259-3613

Website: <http://www.bakercountyfl.org>

Issue Date: November 29, 2018
Deadline for Receipt of Proposals: December 20, 2018 at 3:00 PM

1.1 PURPOSE

In July, 2017, the Board of County Commissioners of Baker County, Florida amended its application procedures for proposed mining activities in Baker County (See *Amended Baker County Land Development Regulations – Mining* as an attachment to this RFP.)

Baker County is seeking to enhance the existing list of qualified consultants engaged in the provision of natural resources services, technical and/or engineering services, properly licensed by the State of Florida, who are interested in providing natural resources, technical and/or engineering and other related services to Baker County related to the review of new mining applications. There is currently one consultant on the existing list.

The County seeks to award additional contracts to one or more consultants who will be asked to review the mining applications for compliance to the requirements of the *Baker County Land Development Regulations*, and other relevant provisions related to Baker County’s consideration of said application. This Request For Qualifications and process complies with Chapter 287.055, Florida Statutes, also known as the “*Consultant’s Competitive Negotiation Act*”.

1.2 SCOPE OF SERVICES

The successful consultant(s) shall provide assistance to Baker County staff in their evaluation of the aforementioned mining application and review the applicant’s compliance with the requirements for a mining operation as described in the application, with the relevant provisions contained in the Baker County Land Development Regulations.

Baker County is seeking to award a one (1) year contract with the option to renew the contract for four (4) additional years based on mutual consent of the parties. Services will be on an as-needed basis.

2.1 TENTATIVE SCHEDULE OF SELECTION PROCESS. The County’s intended schedule for the selection of a Consultant is as follows:

Event	Date
Request for RFQ Available	11/29/2018
Deadline for Questions	12/18/2018
Proposal Due Date	12/20/2018
Committee Evaluation/Short-list/Ranking	12/28/2018
Recommendation/Award	1/15/2019
Contract Negotiations Completed	1/25/2019
Board Approval and execution of contract	2/5/2019

The above dates are estimates only and the County reserves the right, at its sole discretion, to alter this schedule, as it deems necessary or appropriate.

2.2 SUBMISSION OF STATEMENT OF QUALIFICATIONS (RFQ). On (1) original and four (4) copies of the complete proposal plus one (1) electronic copy of the complete proposal shall be sealed and clearly marked on the outside: **“Request for Qualifications – For Natural Resources, Technical and/or Engineering Services for Mining Permit Applications, RFQ# 2018-19”**.

Proposals must be in writing, and may be submitted by the Proposer in person, by courier or overnight delivery to:

Baker County Board of County Commissioners
Attn: Kennie Downing, County Manager
55 North 3rd Street
Macclenny, Florida 32063

Proposals must be received no later than 3:00 PM December 20, 2018. Facsimile proposals are not acceptable. Any proposals received after this date and time will be rejected and returned un-opened to the proposer. Proposals will be opened at the County Administration office on **December 20, 2018 at 3:00 PM.**

In addition to the information as stated above to be marked on the outside of the envelope, it should also provide the date and time of opening and company name and address.

NOTE: THIS REQUEST FOR QUALIFICATIONS IS A NON-PRICED QUALIFICATIONS-BASED PROCESS. PRICING WILL BE CONSIDERED DURING THE NEGOTIATION PHASE ONLY.

2.3 PUBLIC MEETINGS AND PUBLIC RECORDS LAWS FOR GOVERNMENT: Pursuant to Section 119.071, Florida Statutes (General Exemptions from inspection or copying of public records) the bid opening process is temporarily exempt from Public Records requirements, except bids received pursuant to a competitive solicitation for construction or repairs on a public building or public work. Information may be released to the public after the Board of County Commissioners makes a decision or thirty (30) days after the bid opening, whichever is earlier.

Pursuant to Section 286.0113, Florida Statutes (General exemptions from public meeting requirements) any portion of a meeting in which negotiations with a vendor is conducted as part of the “competitive negotiation” process at which a vendor makes an oral presentation or answers questions as part of the “competitive solicitation” process are exempt from public meeting requirements until the Board provides notice of an intended decision or until thirty (30) days after bid opening, whichever is earlier. Any portion of a meeting at which negotiation strategies are discussed is exempt.

A complete record shall be made of any portion of an exempt meeting; no portion may be held off the record. The recording of and any records presented at the exempt meeting are exempt

from Section 119.071, Florida Statutes until such time as the board provides notice of an intended decision or thirty (30) days after opening the bids, proposals or final replies.

Refer to Sections 119.071, 255.0518 and 286.0113, Florida Statutes, for further details.

2.4 PROPOSERS ARE DIRECTED NOT TO CONTACT EVALUATING COMMITTEE MEMBERS, COUNTY COMMISSIONERS, COUNTY DEPARTMENTS OR DIVISIONS UNTIL AWARD HAS BEEN MADE BY THE BOARD OF COUNTY COMMISSIONERS. ALL QUESTIONS FROM PROPOSERS SHALL ONLY BE ADDRESSED IN WRITING TO THE COUNTY MANAGER'S OFFICE (SEE CONTACT INFORMATION BELOW).

2.5 ADDITIONAL INFORMATION/ADDENDA. Any ambiguity, conflict, discrepancy, omissions or other error discovered in this solicitation must be reported immediately in writing to the jurisdiction and a request made for modifications or clarification. Request for additional information or clarifications must be made in writing no later than twelve (12) calendar days prior to the proposal opening date. Request for additional information or clarifications will be received by email or letter. The request must contain the submitter's name, address, phone number, facsimile number, and email address and addressed to:

Kennie Downing
County Manager
55 North 3rd Street
Macclenny, Florida 32063
(904) 259-3613
email: kennie.downing@bakercountyfl.org

The County will respond to inquiries and any other corrections or amendments it deems necessary in written addenda and will post on the County's website; issued prior to the opening date. Submitters should not rely on any representations, statements or explanations other than those made in this solicitation or in any addendum to this solicitation. Where there appears to be a conflict between the RFQ and any addenda issued, the last addendum issued will prevail.

It is the proposer's responsibility to be sure all addenda were received. The submitter should verify with the designated contact person or by checking the County's website prior to submitting a proposal that all addenda have been received.

County website: <http://www.bakercountyfl.org/purchasing.php>

Submitters are required to acknowledge the number of addenda received as part of their submission of the proposal. Proposers shall submit the Addendum Acknowledgment form attached hereto as Attachment "B".

2.6 PROPOSALS AND PRESENTATION COST. The County will not be responsible for any cost incurred by the proposers in the preparation of their proposal in response to the RFQ nor for the presentation of their proposals or participation in any discussions or negotiations.

2.7 PROPOSAL – STATEMENT OF QUALIFICATIONS SUBMITTAL FORMAT. To facilitate and expedite review, the County asks that all proposers follow the response format outlined below. Failure to submit your response in the format requested may result in the reduction of your overall evaluation score. To assist you in preparing your response, the County’s selection procedures are also described herein. Please abide by all requirements set forth to avoid any risk of disqualification:

- A) Provide a cover letter no longer than two (2) pages in length, signed by an authorized representative of your firm. The cover letter should contain the following:
 - A brief statement of the proposer’s understanding of the natural resources, technical and/or engineering services requested.
 - The name, title, phone number, fax number, e-mail address, and street address of the person in the consultant’s organization who will respond to questions about the proposal.
 - Highlights of the consultant’s qualifications and ability to perform the project services.
 - The cover letter shall be signed by the person authorized to bind the proposer into any agreement with the County.

- B) Provide the name of the lead staff person who will be assigned to Baker County. This individual is expected to remain the responsible party throughout the engagement. The lead staff person must be licensed to practice in the State of Florida, and is preferred to have at least five (5) years’ experience with a practice focused on representation of local government(s) in similar situations. List lead staff person’s qualifications and experience performing similar services.

- C) Provide the name of each staff person from the firm to be assigned to Baker County, along with their qualifications and experience performing similar services.

- D) Names and qualifications of any sub-consultants the primary firm may use in complying with the scope of work.

- E) Provide information about the consultant firm’s experience in providing similar services to Florida local governments;

- F) Describe the percentage of annual work your company provides to the mining industry. (“Percentage of work” is described as total hours spent; or total dollars of

revenue received annually). List the top 3 mining companies the consultant has provided services for on a regular basis (more than one time per year).

- G) List at least two (2) references of other government agencies in which similar services were provided within the last five (5) years. Include organization name, contact name, address, phone number, or e-mail;
- H) Provide a list of all other local governments currently being represented by the consultant;
- I) Provide information about the consultant's capacity and capability to perform on short notice and in a timely manner, and the Consultant's proposed approach to communicating with Baker County;
- J) Describe any conflicts of interest or ethical considerations related to representation or affiliation with any boards, organizations, committees, or clients, including, but not limited to, other municipalities, governmental, and/or quasi-governmental entities.
- K) The location of staffing and firm resources expected to be made available to serve Baker County;
- L) The firm's ability to assist Baker County with preparing and submitting project documentation (including reports and permits) required by local, state and federal regulatory agencies; and
- M) The basis on which compensation will be determined (example: hourly, daily, monthly) but not dollar amounts, and the method by which payment for services rendered is to be made.
- N) Complete the Attachment Forms included in this RFQ. All Attachment/Forms required by the RFQ shall be fully executed by the proposer and submitted in the following order. Failure to do so will diminish your score.
 - Addendum Acknowledgement
 - Public Entities Crimes Statement
 - Certificate of Insurance (proof of current coverage)

2.8 It is the intent of Baker County to issue a Contract for As-Needed Professional Services for this project. Any contract negotiated with any firm responding to this Request for Qualifications

will be non-exclusive. Any additional service options would require submission of a proposal and related fees for approval by Baker County prior to any Work Authorization being implemented. These additional services will be added to the Standard Contract by Contract Amendment/Change Order.

2.9 It is expressly understood the Board of County Commissioner's preference/selection of any proposal does not constitute an award of a Contract with the County. Also, no contractual relationship exists with the County until a Contract has been formally executed by both the County, and the selected Proposer. It is further understood that no Proposer may seek or claim any award and/or reimbursement from the County for any expenses, costs, and/or fees borne by any Proposer, during the entire RFQ process. Such expenses, costs, and/or fees are the sole responsibility of the Proposer.

2.10 PUBLIC ENTITIES CRIMES. Any person or affiliate who has been placed on the convicted Vendors list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to 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, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted Vendor list. By signature on this solicitation and confirmation on the attached form, proposer certifies that they are qualified to do business with Baker County in accordance with Florida Statutes.

2.11 The consultant by submission of their proposal warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the consultant 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 consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the County shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 3. EVALUATION CRITERIA

3.1 SELECTION COMMITTEE. An evaluation committee appointed and approved by the County Manager, and will be responsible for evaluating and ranking each firm based upon the Statement of Qualifications and proposals submitted.

3.2 The Evaluation/Selection Committee shall evaluate the responses to the RFQ and rank the firms based on the evaluation criteria contained herein. The Committee shall select a short-list of at least the three (3) top ranked firms if more than three proposals are submitted. Each firm

should submit documents that provide evidence of capability to provide the services required for the committee's review for short-listing purposes.

3.3 SPECIFIC CRITERIA. A 100-point formula scoring system will be utilized based upon the following criteria:

1. Compliance with RFQ Instructions – 5 Points

The proposals will be evaluated for general compliance with instructions issued in the RFQ. Noncompliance with significant instructions may be grounds for proposal disqualification. A proposal needs to provide the required information in a simple but detailed format.

2. Firm's Approach to provision of services – 30 points

The proposal will be evaluated on the consultant's approach to staffing, administration, and to provide the described services for this project. This criteria will also include any proposed sub-consultants to provide a complete array of services to the County.

3. Staff Qualifications and Firm Background- 25 points

The proposals will be evaluated on the basis of the consultant's demonstrated staff qualifications, which must include a Professional Engineer licensed in the State of Florida. Also, the proposal will be evaluated on the basis of the consultant's background, including the number of years in business.

4. Experience with Similar Projects– 20 points

The proposal will be evaluated on the basis of similar project experiences. Projects completed for Baker County, other Counties or Municipal and other state or federal agencies will be considered.

5. Schedule and Availability- 15 points

The projected resource availability will be evaluated in the choice of the consultants, although Baker County understands that the actual beginning and completion dates of projects are subject to the notice to proceed. A firm's close proximity to Baker County would be important to availability.

6. References- 5 points

The proposal will be evaluated based on submittal of references.

3.4 SHORT LIST/COMPETITIVE SELECTION. The Evaluation Committee shall develop a short-list a minimum of three (3) firms based upon the average technical scores as outlined in Section 3.3 and make recommendation to the Board of County Commissioners, who has final approval authority. If there is consensus from the Evaluation Committee that less than three (3) firms should be selected, the Evaluation Committee will record its reasons for presentation to the Board. During the evaluation process, the committee reserves the right where it may serve the County's best interest, to request additional information or clarifications from proposers.

3.5 The County reserves the right to make selections based on the submittals, or to request oral presentations or questions/answer sessions with the top ranked firms before determining the final ranking.

SECTION 4. CONTRACT PROCEDURES

4.1 PRESENTATIONS: The County Manager shall submit an agenda item for presentation to the Baker County Board of County Commissioners requesting consideration and approval to award based on the recommendation of the evaluation committee according to the overall ranking and authorization to negotiate a contract with the top-ranked firms.

4.2 COMPETITIVE NEGOTIATIONS: Approval of the recommendation to award by the Baker County Board of County Commissioners will constitute authorization to negotiate with the top-ranked firms. The proposal package, signed by the successful proposer, along with documentation included in the proposal as required by this RFQ and other additional materials submitted by the proposer, and accepted by the County, shall be the basis for negotiation of a contract. Baker County shall negotiate a contract with the top ranked firms for professional services rates which Baker County determines is fair, competitive, and reasonable. The firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. During contract negotiations, the County will negotiate fee schedules with the goal of establishing standardized rates.

4.3 UNABLE TO NEGOTIATE: Should Baker County be unable to negotiate a satisfactory contract with the top ranked firm(s) considered to be the most qualified at a price the County determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The County shall then undertake negotiations with the next top ranked firm. Failing accord with the next top ranked firm, the agency must terminate negotiations. The County shall then undertake negotiations with the next top ranked firm. Should the County be unable to negotiate a satisfactory contract with any of the selected firms, the County shall select additional firms in the order of their competence and qualification and continue negotiations in accordance with this paragraph until an agreement is reached.

4.4 CONTRACT: A contract shall be drafted and forwarded to the County Attorney's office for review and approval. After final review the contract will be forwarded to the firm for review and execution.

4.5 CONTRACT EXECUTION: County Administration shall prepare an agenda item presenting the contract between the successful firm and the Board of County Commissioners and request authorization for the Chairman to execute the agreement. The Board of County Commissioners retains full discretion to approve or to reject the contract.

ADDENDUM ACKNOWLEDGMENT

Acknowledgment is hereby made of receipt of addenda issued during the solicitation period. RFQ# 2018-19	Addendum # _____ through # _____ Initial: Date:
Person Completing RFQ (Signature)	
Name (Printed):	Title:

Failure to this form with the proposal may disqualify your response.

**SWORN STATEMENT
PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES,
PUBLIC ENTITY CRIMES**

**BAKER COUNTY
TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for _____.
2. This sworn statement is submitted by _____ (entity submitting sworn statement), whose business address is _____ and its Federal Employee Identification Number (FEIN) is _____. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).
3. My name is _____ (please print name of individual signing), and my relationship to the entity named above is _____.
4. I understand that a “public entity crime” as defined in paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that “convicted” or “conviction” as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an “affiliate” as defined in paragraph 287.133(1)(a), Florida Statutes, means:
 - a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not to fair market value under an arm’s length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been

convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one of more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(Signature)

Date

STATE OF FLORIDA
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____,
who, after first being sworn by me, affixed his/her signature in the space provided above on this _____
day of _____, 2018.

Notary Public
My Commission Expires:

OTHER GENERAL PROVISIONS
BAKER COUNTY

- A. Challenge of Intent to Award Contract. If a Consultant intends to protest Baker County's intent to award a contract, the notice of intent to protest must be filed in writing within seventy-two (72) hours after the decision of the Board of County Commissioners approving a contract, and the Consultant shall file a formal written protest within five (5) days after filing of notice of intent to protest. Failure to file a notice of intent to protest or failure to file a formal written protest within the time prescribed shall constitute a waiver of rights to protest the award.

- B. Application of *Americans with Disabilities Act*. Baker County does not discriminate upon the basis of any individual's disability status. This policy involves every aspect of Baker County's functions including access to participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the *Americans with Disabilities Act* should make the request to the contact person set forth herein.

- C. Prohibition against Discrimination. Baker County recognizes fair and open competition as a basic tenet of public procurement. Consultants doing business with Baker County are prohibited from discriminating on the basis of race, color, creed, national origin, handicap, age, marital status, or sex.

- D. Promotion of Local Vendors. Baker County is desirous of allowing as many vendors as possible the opportunity to participate in county-funded projects. If the Consultant is not a local vendor, efforts to contract with vendors who do fall into these categories are appreciated.

- E. Application of Drug Free Workplace Act. All Consultants shall represent that they have established drug free workplaces.

- F. Ownership of Submittals. All materials submitted regarding this proposal becomes the property of the Board of County Commissioners of Baker County, Florida. Responses may be reviewed by any person after the public opening. Proposers should take special note of this as it relates to any proprietary information that might be included in their offer. Any resulting contract may be reviewed by any person after the contract has been executed by Baker County. Baker County has the right to use any or all information or material submitted in response to this bid and/or any resulting contract from same. Disqualification of a proposer does not eliminate this right.

- G. Rejection of Responses. Baker County reserves the right to reject any and all proposals submitted in response to this Request for Qualifications, and the right to waive any technical irregularities or immaterial defects in bid proposal that do not affect the fairness of the bid competition.

H. Insurance Requirements. The Consultant shall purchase and maintain such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance as is appropriate for the services being performed hereunder by Consultant, its employees or agents. The amounts and types of insurance shall conform to the following minimum requirements.

Worker's Compensation: Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:

1. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.
2. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide County with ten (10) days' written notice of cancellation and/or restriction.

Comprehensive General Liability: Coverage must include:

1. \$1,000,000.00 combined limit per occurrence for bodily injury, personal injury and property damage; \$2,000,000 general aggregate.
2. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.
3. Additional Insured. County is to be specifically included as an additional insured.
4. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide County with ten (10) days' written notice of cancellation and/or restriction.

Professional Liability:

1. Consultant agrees to maintain Professional Liability with limits of not less than \$1,000,000 for professional services rendered in accordance with this Agreement.
2. Consultant shall maintain such insurance for at least two (2) years from the termination of this Agreement and during this two (2) year period the Consultant shall use his best efforts to ensure that there is no change of the retroactive date on this insurance coverage.
3. If there is a change that reduces or restricts the coverage carried during the Agreement, the Consultant shall notify the County within thirty (30) days of the change.

Comprehensive Automobile Liability: Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:

1. \$1,000,000 combined single limit per accident for bodily injury and property damage.
2. Owned Vehicles
3. Hired and Non-Owned Vehicles
4. Employee Non-Ownership
5. Additional Insured. Baker County is to be specifically included as an additional insured.
6. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide County with ten (10) days' written notice of cancellation and/or restriction.

Umbrella policy: Coverage must be afforded on a form no more restricted than the latest Umbrella Policy filed by Insurance Services Offices and must include:

1. \$1,000,000 per occurrence
2. General Liability underlying coverage: \$1,000,000 for bodily injury, personal injury and property damage. General Aggregate of \$2,000,000.
3. Auto liability: Underlying Combined single limit of \$1,000,000.
4. Employers' Liability: Underlying limit \$500,000/\$500,000/\$500,000.

Additional Insured. County is to be specifically included as an additional insured.

Notice of Cancellation and/or Restriction. The policy must be endorsed to provide County with ten (10) day's written notice of cancellation and/or restriction. Certificates of Insurance evidencing the insurance coverage specified in this Section shall be filed with the County. The Certificates of Insurance shall be filed with County before this Agreement is deemed approved by the County. The required Certificates of Insurance not only shall name types of policies provided, but also shall refer specifically to this Agreement. All the policies of insurance so required of Consultant except workers compensation and professional liability insurance shall be endorsed to include as additional insured the County, its officers, employees, and agents to the extent of the County's interest arising from any contract agreement between County and Consultant. If the initial insurance expires prior to completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.

Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the County, licensed to do business in the State of Florida and with a resident agent designated for the service of process. All insurers shall have an "A" policyholder's rating and a financial rating of at least Class IX in accordance with the most current Best's rating. Consultant shall provide the County with financial information concerning any self-insurance fund insuring Consultant. At the County's option, a Best's rating or Self-Insurance Fund financial information may be waived.