

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09/11/2024

Contract/Lease Control #: C24-4046-OMB

Procurement#: RFP OMB 25-24

Contract/Lease Type: AGREEMENT

Award To/Lessee: BLUEWATER ASSOCIATION MANAGEMENT, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2024

Expiration Date: 09/30/2027 W/2 1 YR RENEWALS

Description of: ADMINISTRATIVE & PROPERTY SUPPORT PROPOSAL

Department: OMB

Department Monitor: DOUGLAS

Monitor's Telephone #: 850-651-7521

Monitor's FAX # or E-mail: FDOUGLAS@MYOKALOOSA.COM

Closed: _____

CC: BCC RECORDS

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: <u>05-24 C24-40460MB</u>		Tracking Number: <u>5074-24</u>
Procurement/Contractor/Lessee Name: <u>Bluewater Assoc. Mgmt</u>		Grant Funded: YES ___ NO <u>X</u>
Purpose: <u>MSBU Property Management</u>		
Date/Term: <u>3 yrs w/ 21yr renewal</u>		<input type="checkbox"/> GREATER THAN \$100,000
Department #: <u>> MSBU Funds</u>		2. <input type="checkbox"/> GREATER THAN \$50,000
Account #: _____		3. <input checked="" type="checkbox"/> \$50,000 OR LESS
Amount: <u>\$2300.00 monthly</u>		
Department: <u>OMB</u>		Dept. Monitor Name: <u>Douglas</u>

Purchasing Review

Procurement or Contract/Lease requirements are met: <u>DeRita Mason</u>		Date: <u>1-25-24</u>
Purchasing Manager or designee: _____		DeRita Mason, Erin Poole, Amber Hammonds

2CFR Compliance Review (if required)

Approved as written: <u>no Federal funds</u>		Grant Name: _____
Grants Coordinator: _____		Date: _____
Suzanne Ulloa		

Risk Management Review

Approved as written: <u>See email attached</u>		Date: <u>1-30-24</u>
Risk Manager or designee: _____		Lydia Garcia

County Attorney Review

Approved as written: <u>See email attached</u>		Date: <u>1-30-24</u>
County Attorney: _____		Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: _____		Date: _____
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IT Review (if applicable)

Approved as written: _____		Date: _____
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DeRita Mason

From: Lynn Hoshihara
Sent: Tuesday, January 30, 2024 10:14 AM
To: DeRita Mason; Odessa Cooper-Pool
Cc: Kerry Parsons
Subject: Re: MSBU Agreement

This is approved.

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason
Sent: Tuesday, January 30, 2024 11:03:12 AM
To: Odessa Cooper-Pool
Cc: Kerry Parsons; Lynn Hoshihara
Subject: RE: MSBU Agreement

All, I have added MSBU to the insurance, please review and approve.
Thank you,

DeRita Mason



DeRita Mason, CPPO, CPPB, NIGP-CPP
Purchasing Manager
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
Office: (850) 689-5960 Ext. 6966
Cell: (850) 826-8010
dmason@myokaloosa.com

Upcoming Events:

May 9th 2024- Pensacola, Florida

16th Annual Reverse Tradeshow – Hosted by the Central Gulf Coast Chapter of the National Institute of Governmental Purchasing

DeRita Mason

From: Odessa Cooper-Pool
Sent: Friday, January 26, 2024 3:01 PM
To: DeRita Mason
Cc: Kerry Parsons; Lynn Hoshihara
Subject: RE: MSBU Agreement
Attachments: BAM_MSBU_BID_2024.pdf; Bluewater Association management Draft Agreement.docx

Good afternoon DeRita,

The Bid for Bluewater Association Management, LLC has been reviewed and is approved by Risk Management for insurance purposes.

Thank you,

Odessa Cooper-Pool

Public Records & Contracts Specialist |Risk Management
Okaloosa County BCC
302 N. Wilson Street, Crestview, FL 32536
Office: 1-850-689-4111



"And, when you want something, all the universe conspires in helping you to achieve it."— Paulo Coelho, *The Alchemist*

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Friday, January 26, 2024 6:24 AM
To: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: Kerry Parsons <kparsons@ngn-tally.com>; Odessa Cooper-Pool <ocooperpool@myokaloosa.com>
Subject: MSBU Agreement

Good morning,
Please review and approve the attached.
Thank you,

DeRita Mason

BLUEWATER BAY MUNICIPAL SERVICES BENEFIT UNIT
MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT ("Agreement") is made and entered into this 1st, day of October 2024, by and between the Board of Directors of the Bluewater Bay Municipal Services Benefit Unit ("MSBU") and Bluewater Association Management, LLC ("BAM, LLC or Contractor").

RECITALS

WHEREAS, the MSBU desires to obtain accounting, management and other related services to assist the MSBU in carrying out its responsibilities ("Services"); and

WHEREAS, BAM, LLC has the requisite experience and is able and willing to provide such Services to the MSBU; and

WHEREAS, the MSBU wishes to enter into this Agreement with BAM, LLC to provide the Services to the MSBU under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

1. **Effective Date.** This Agreement shall be effective when all parties have signed.
2. **Services.** Subject to approval and supervision by MSBU, BAM, LLC agrees to provide accounting, management and other related services ("Services"), which shall include, but not be limited to the following and in accordance to Attachment "A" attached hereto and made a part of the agreement:
 - a. Maintaining an office in the Bluewater Bay area that provides convenient access to the MSBU and the public.
 - i. BAM, LLC shall be available during normal business hours (9 am to 4 pm Monday through Thursday) and on an emergency basis.
 - b. Establishing and implementing appropriate procedures for the operation and maintenance of the property for which MSBU is responsible.
 - c. Administering the operations of the MSBU and performing all other administrative duties as directed by the MSBU.
 - d. Implementing the directives of the MSBU and carrying out its policies.
 - e. Maintaining a map with an outline of the area under the responsibility of the MSBU.
 - f. Ensuring all meetings of the MSBU comply with the Sunshine Law.
 - g. Managing other MSBU contracts.
 - h. Coordinating with the County in preparing competitive solicitations for goods and services to be procured by the MSBU, evaluating responses, and overseeing the resulting contract in compliance with the County's Purchasing Manual.

- i. Preparing agendas, resolutions, notices, minutes and other communications that are required to carry out the function and purpose of the MSBU, including the MSBU's website.
- j. Maintaining all official records and files pertaining to the MSBU operations in compliance with Florida law.
- k. Surveying the area controlled by MSBU on a weekly basis to determine if any items need to be addressed. Preparing a report of such needed actions and presenting it to the MSBU.
- l. Compiling and reporting all necessary communications to the Board of County Commissioners and any other constitutional officer.
- m. Maintaining insurance on behalf of the MSBU.
- n. Preparing an annual budget.
- o. Providing financial management and accounting services.
- p. Providing documents and information requested by the County in a timely manner.
- q. Responding to inquiries and communications from the public.
- r. Any other duties as directed by the MSBU.

3. Term and Renewal. The term of this Agreement shall be for three (3) years commencing when all parties have signed, subject to the MSBU's ability to terminate in accordance with Section 6 of this Agreement. The terms of Section 20 entitled "Indemnification and Waiver of Liability" shall survive termination of this Agreement. This Agreement may be renewed for two (2) one (1) year renewals with mutual consent of all parties.

4. Compensation. BAM, LLC agrees to provide the Services to MSBU for a monthly fee of two thousand three hundred Dollars (\$2,300.00) and a total annual fee of twenty-seven thousand Dollars (\$27,600.00).

5. Insurance. BAM, LLC shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the minimum insurance coverage required as set forth in Attachment "B" attached hereto and incorporated herein, to protect the MSBU and County against any loss, claims, damages and liabilities caused by BAM, LLC, its agents, or employees.

6. Termination and Remedies for Breach.

- a. If, through any cause within its reasonable control, BAM, LLC shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the MSBU shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the MSBU shall notify BAM, LLC of its violation of the particular terms of the Agreement and grant them thirty (30) days to cure such default. If the default remains uncured after thirty (30) days the MSBU may terminate this Agreement, and the MSBU shall receive a refund from BAM, LLC in an amount equal to the actual cost of a third party to cure such failure. If BAM, LLC fails, refuses or is unable to perform any term of this Agreement, MSBU shall pay for services rendered as of the date of termination.

- i. In the event of termination, all finished and unfinished documents, data and other work product prepared by BAM, LLC (and sub-Contractor (s)) shall be delivered to the MSBU and the MSBU shall compensate BAM, LLC for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.
 - ii. Notwithstanding the foregoing, BAM, LLC shall not be relieved of liability to the MSBU for damages sustained by it by virtue of a breach of the Agreement by BAM, LLC and the MSBU may reasonably withhold payment for the purposes of set-off until such time as the exact amount of damages due the MSBU from BAM, LLC is determined.
- b. Termination for Convenience of MSBU. The MSBU may, for its convenience and without cause terminate the Services then remaining to be performed at any time by giving written notice. The terms of Section 6 Paragraphs a(i) and a(ii) above shall be applicable hereunder.
 - c. Termination for Insolvency. The MSBU also reserves the right to terminate the remaining Services to be performed in the event BAM, LLC is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.
 - d. Termination for failure to adhere to the Public Records Law. Failure of BAM, LLC to adhere to the requirements of Chapter 119, Florida Statutes, and Section 8 below, may result in immediate termination of this Agreement.

7. Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Okaloosa County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

8. Public Records. Any record created by either party in accordance with this Agreement shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. BAM, LLC must comply with the public records laws, Florida Statute chapter 119, as follows:

- a. Keep and maintain public records required by the MSBU to perform the Services.

- b. Upon request from the MSBU, provide a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if BAM, LLC does not transfer the records to the MSBU.
- d. Upon completion of the contract, transfer, at no cost, to the MSBU all public records in possession of BAM, LLC or keep and maintain public records required by the MSBU to perform the service. If BAM, LLC transfers all public records to the MSBU upon completion of the contract, BAM, LLC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If BAM, LLC keeps and maintains public records upon completion of the contract, BAM, LLC shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the MSBU, upon the request from the MSBU, in a format that is compatible with the information technology systems of the MSBU.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST., CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.

9. Audit. The MSBU and/or its designee shall have the right from time to time at its sole expense to audit the compliance by BAM, LLC with the terms, conditions, obligations, limitations, restrictions, and requirements of this Agreement and such right shall extend for a period of three (3) years after termination of this Agreement.

10. Assignment. BAM, LLC shall not assign this Agreement or any part thereof, without the prior consent in writing of the MSBU. If BAM, LLC does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward BAM, LLC all of the obligations and responsibilities that BAM, LLC has assumed toward the MSBU.

11. Subcontracting. BAM, LLC shall not subcontract any services or work to be provided to MSBU without the prior written approval of the MSBU. The MSBU reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor. Additionally, any subcontract entered into between BAM, LLC and subcontractor will need to be approved by the MSBU prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

12. Conflict of Interest. BAM, LLC covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. BAM, LLC further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by BAM, LLC.

13. Independent Contractor. BAM, LLC enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by BAM, LLC and its employees. Under no circumstances shall BAM, LLC or any of its employees look to the MSBU as his/her employer, or as partner, agent or principal. BAM, LLC shall be responsible for providing, at its expense, and in its name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

14. Third Party Beneficiaries. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

15. Indemnification and Waiver of Liability. BAM, LLC agrees to defend, indemnify and hold harmless the MSBU, the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from BAM LLC's negligent acts, errors, mistakes or omissions relating to Services performed under this Agreement. BAM, LLC's duty to defend, hold harmless and indemnify the MSBU, the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions BAM, LLC may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to BAM, LLC for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the MSBU to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the MSBU thereafter to enforce such provisions.

16. Severability. If any term or condition of this Agreement shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

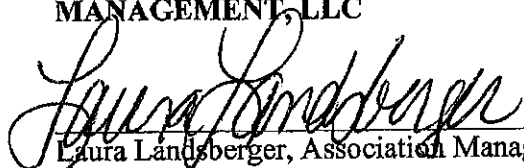
17. Entire Agreement. This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the

party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

18. Representation of Authority to Contractor/Signatory. The individual signing this Agreement on behalf of BAM, LLC represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the MSBU that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on BAM, LLC and enforceable in accordance with its terms.

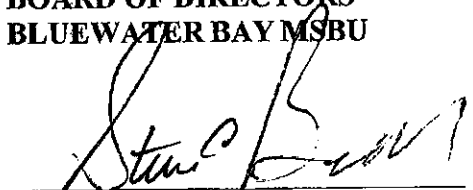
IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

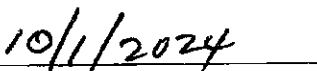
**BLUEWATER ASSOCIATION
MANAGEMENT, LLC**


Laura Landsberger, Association Manager


Date

**BOARD OF DIRECTORS
BLUEWATER BAY MSBU**


Steve Boswell, Chairman


Date

BLUEWATER BAY

MUNICIPAL SERVICES BENEFIT UNIT

ADMINISTRATIVE & PROPERTY SUPPORT PROPOSAL

BLUEWATER ASSOCIATION MANAGEMENT LLC

4400 EAST HIGHWAY 20, SUITE 311

NICEVILLE, FLORIDA 32578

PHONE 850-279-6050

EMAIL manager@bam.gccoxmail.com

**BLUEWATER ASSOCIATION MANAGEMENT,
LLC**

Date January 4, 2024

To Bluewater Bay Municipal Services Benefit Unit

From Laura Landsberger/Owner/CAM
#48697

Reference Response to Administrative & Property Support RFP

We offer association management, accounting and property support. We currently service associations located in Niceville, Bluewater Bay, Shalimar, Destin, and Valparaiso.

We are very good at time management, productivity and communication skills. Our friendliness and a willingness to help others provide an excellent customer service model.

As long- time residents of Bluewater Bay, we are proud of our community and want to strive to better the area on a daily basis.

Our office is located at 4400 E. Hwy 20, Suite 311, Niceville, Florida in Merchant's Walk which fulfills the requirement for an office in Bluewater Bay. The office provides a place for residents to offer suggestions and submit complaints.

Specific details regarding the terms compensation duties and responsibilities are attached. Our intention is to provide a sufficient amount of information to allow an informed decision. Contracts, proposals and attachments are considered proprietary work product and may not be reproduced without specific authorization from Bluewater Association Management.

We appreciate your consideration and would be honored to continue serving the Bluewater Bay MSBU.
Sincerely,



**BLUEWATER ASSOCIATION MANAGEMENT,
LLC**

1. **Bluewater Association Management LLC** proposes to provide Administrative and Property Support for the Bluewater Bay Municipal Services Benefit Unit (MSBU) at a rate of **\$2,300.00** per month from a commencement date of -----, for a period of one year concluding on ----- with an option for an additional two years at the same rate. To provide an easy to read proposal, the list of responsibilities used in the RFP has been used as a reference. The fee includes but is not limited to the following services,
2. Establish and maintain office space in the BWB area, with telephone, email, correspondence, storage cabinets and such other accoutrements as to present a professional atmosphere for conducting business.
3. **Maintain with a board representative** a map outline of the area under the control of the BWB MSBU. The maps are reproduced and enlarged at no cost to the MSBU.
4. Develop the detailed timeline and scope of work for services to be performed by subcontractors for items like landscape, irrigation repair/maintenance, street sign repair/maintenance and street lights in the area defined above. Work with the Landscape Chairperson to develop these protocols.
5. **Present request for proposals** and negotiate with each subcontractor for the services defined above. Work with the designated board member to identify appropriate contractors.
6. **Present competitive bids** with written comprehensive contract and proof of insurance for each bid package outlined above to the Board of Directors for review at a duly noticed Public Meeting.
7. **Survey the areas under control** on a periodic basis as directed from time to time by the board to determine what if any actions need to be taken in order to maintain the appearance of the community in a manner consistent with the vision the board of directors has defined. Based on this survey report to the appropriate board representative those issues that need to be addressed and seek approval for remedy of those issues. Inspect the MSBU area monthly with the Landscape Chairperson or designated board member to review service quality.

**BLUEWATER ASSOCIATION MANAGEMENT,
LLC**

1. **Supervise and direct** all contractors necessary to maintain the area under control of the MSBU in the best and most cost effective manner. Insure the designated board member is made aware of any maintenance and the cost of the repairs.
2. **Insure that the BWB MSBU** has clearly defined the services it desires are reasonable and appropriate under the Ordinance and within the budget that has been approved for the current operating Fiscal Year Report unusual overages and provide an explanation to the Finance Chairperson, prior to the monthly Public Meeting.
3. **Within one week after each meeting**, prepare minutes and reports for the BWB MSBU BOD. Post the draft minutes (reviewed by BOD, but not formally approved) on the website as soon as possible. Minutes will be proofed and edited prior to submission to the BOD.
4. **Make arrangements** for and provide public notification of all BWB MSBU meetings and workshops. Signage was designed and implemented as an effort to provide better communication in the community. Notices are posted two days prior to meetings.
5. Be responsible for filing/storage of written minutes of all meetings/reports approved by the BWB MSBU BOD, financial reports and all supporting documentation of BWB MSBU contracts. Climate control document storage will be provided with no cost to the MSBU.
6. **Prepare and distribute** both written and electronic communications to and from the BWB MSBU BOD.
14. **Compile and report** all necessary communications to the Board of County Commissioners (BCC), County Attorney, and any other County office (i.e. Tax Collector, Property Appraiser, and Clerk of Courts) as directed by the BWB MSBU BOD. Provide monthly reports of activity at Public Meetings.
15. **Maintain the BWB MSBU website.** Act as administrator and insure current information is posted in a timely fashion as directed by the BOD including financial reports, minutes, events and any other

pertinent data. Maintain email addresses for BOD. The only cost to the MSBU is the annual hosting fees. All other services are provided at no cost to the MSBU.

16. **Establish and maintain contact** with the Okaloosa County Director of Public Works, the Supervisor of Roads and Grounds, and the County Finance Office that handles the BWB MSBU finances, billing and payment, etc. Maintain appropriate reporting forms for County related actions.
- I 7. Establish points of contact and working relationship with appropriate offices in CHELCO, OCWS, and Okaloosa Gas. Include contact information on the website for community use.
18. **Compile and maintain** contractors' required insurance. Maintain MSBU insurance per Ordinance. Review insurance requirements, annually. Work with the designated board member to seek the best policies and price.

PROPOSAL REQUIREMENTS

ADMINISTRATIVE & PROPERTY SUPPORT FOR THE BLUEWATER BAY MSBU

PART 1 – STATEMENT OF PURPOSE

The Board of Directors (BOD) of the Bluewater Bay MSBU (BWB MSBU) is requesting a proposal for the administrative and property support for the area designated in the Ordinance (Attachment 2) supervision of its affairs.

Bluewater Bay is a residential and commercial community which covers 3,636 Residential parcels, 858 commercial parcels and undeveloped acres. The BWB MSBU is responsible for providing supplementary service to the publicly owned (state and/or county) right-of-ways within the community which is described in Okaloosa County Ordinance 02-16.

There are no employees of the BWB MSBU as all work is handled by contractors. The primary responsibility under this proposal will be for development, negotiation and supervising of all outside contracts. In addition, we are requesting administrative services such as recording minutes of meetings, financial reports as required, communication as directed by the BOD and proper storage of all material of the BWB MSBU.

PART 2 – SCOPE OF SERVICES

- Establish and maintain office space in the BWB area, with telephone, email, correspondence storage cabinets, and such other accoutrements as to present a professional atmosphere for conducting business.
- Maintain with the Community Services Chairman a map outline of the area under the control of the BWB MSBU.
- Develop the detailed timeline and scope of work for services to be performed by subcontractors for items like landscape, irrigation repair/maintenance, street sign repair/maintenance and street lights in the area defined above.
- Present request for bids and negotiate with each subcontractor for the services defined above. All procurements must follow the Okaloosa County Purchasing Policy and items over \$4500.00 must be pre-approved before purchase.
- Present competitive bids with written comprehensive contract and proof of insurance for each bid package outlined above to the Board of Directors for review after an initial review with the Community Services Chairman.
- Survey the areas under control on a daily or weekly basis to determine what if any actions need to be taken. Based on this survey, report to the Community Services Chairman those issues that need to be addressed and seek approval for remedy of those issues.
- Supervise and direct all effort necessary to maintain the area under control of the MSBU in the best and most cost effective manner.
- Insure that the BWB MSBU has clearly defined the services it desires are reasonable and appropriate under the Ordinance and within the budget that has been approved for the current operating Fiscal Year.

- Report to the BWB MSBU BOD at each of the regular, workshop or emergency meetings a full and complete financial status of expenses relative to the services provided by all contractors. Additionally, any requests from the Landscape Chairman will be addressed as required.
- Prepare minutes and reports for each of the meetings and or workshops of the BWB MSBU BOD.
- Make arrangements for and provide public notification of all BWB MSBU meetings and workshops.
- Be responsible for filing/storage of written minutes of all meetings/reports approved by the BWB MSBU BOD, financial reports, and all supporting documentation of BWB MSBU contracts.
- Prepare and distribute both written and electronic communications to and from the BWB MSBU BOD.
- Compile and report all necessary communications to the BCC and any other County office (i.e. Tax Collector, Property Appraiser, and Clerk of Courts) as directed by the BWB MSBU BOD.
- Maintain the BWB MSBU website. Act as administrator and insure current information is posted including financials, minutes, events and any other pertinent data.
- Establish and maintain contact with the Okaloosa County Office of Management and Budget, and the County Finance Office that handles the BWB MSBU finances, billing and payment, etc.
- Establish points of contact and working relationship with appropriate offices in CHELCO, OCWS, and Okaloosa Gas.
- Compile and maintain contractors' required insurance. Maintain MSBU insurance per Ordinance.

PART 3-RESPONSE TO THE RFP SHALL BE SUBMITTED IN THE FORMAT DESCRIBED BELOW:

1. **Letter of Interest** shall be prepared by a corporate officer or principal of the firm authorized to obligate the firm contractually. The letter shall include location of the firm's office that will be the lead office for this contract and any anticipated sub-consultants.
2. **Experience of Firm / Team Members (Maximum of 40 Points)** – Length of time company has operated; length of time providing both property management and accounting services similar to those required in the proposal; extent of Proposer current and prior similar contracts; location(s) of Proposer's office(s); and current and past project references. (2) Company has considerable and readily quantified experience in providing similar property management and accounting services. (3) Company has a proven ability to effectively manage multiple sites. Company shall provide relevant experience data and references. (4) Company's policy in recruitment, hiring, testing and assignment to ensure that only qualified persons are hired and that the appropriate skill sets are deployed to fit any site-specific needs. (5) Company has adequate organizational size, structure, and qualified key personnel to be assigned to this project. Provide an organization chart and resumes of key individuals including any industry related and professional designations held by key individuals. (6) If any services are expected to be subcontracted, the Proposer shall also provide all of the above information for the sub-contractor(s).
3. **Accounting Services and Reporting Plan (Maximum of 30 Points)** The Proposer shall submit an Accounting Services & Reporting Plan identifying its staffing and approach to providing

accounting and reporting services contained in this RFP. Said plan shall provide the following: RFP Number 18-03: Property Management and Accounting Services Leon County R&D Authority Submission Deadline: July 2, 2018, 2:00pm 10 (1) Description of staffing and supervision assigned to complete the work. If the Proposer plans to subcontract any portion of the work, Proposer shall indicate in its plan the identity of the sub-contractor(s) and the role of said sub-contractor(s). (2) Description of plan to perform the accounting & reporting services required, including the systems, procedures and forms used. (3) Description of system of internal accounting controls, IT policy, and records retention policy employed by Proposer.

4. **Acknowledgement of Coordination (Maximum of 20 Points)** – The Proposer shall submit an Operations and Management Plan identifying its staffing and approach to providing property management services contained in this RFP. Said plan shall provide the following: (2) Description of staffing, quantity of labor hours and supervision assigned to the facilities to successfully complete the work. In the event Proposer plans to subcontract any portion of the work, Proposer shall indicate in its plan the identity of the sub-contractor(s) and the role of said sub-contractor(s). (3) Description of plan to perform the property management services required, including the systems, procedures and forms used. (4) Description of unscheduled or emergency work procedures. (5) Description of quality control procedures. (6) Enhanced Services - Recommendations on service improvements including the cost of same.
5. **Compensation/Fee Schedule (Maximum of 10 Points)** – The Proposal shall provide for a fixed price management fee for all services to be provided pursuant to the RFP. Separate amounts must be provided for fee for accounting services and fee for Property Management services. The Price for all services is the MANAGEMENT FEE ONLY AND DOES NOT INCLUDE property, administrative and other expenses which are the responsibility of the Authority as defined in the Contract.
6. **Business Credentials and Other** – Provide sufficient information to demonstrate legal authority to do business in the state of the firm and any sub-consultant to perform the work. Indicate whether the firm and/or any sub-consultant are disadvantaged business enterprises. Show State of Florida licensing/registration qualifications of the firm and key personnel. Copies of all completed forms required by this RFQ are included in this section.
7. **Financial Stability-** In the case of Federal and/or Florida State funded procurements, prior to awarding this contract, the top respondents will be required to submit to a soft credit pull for purposes of the County's Risk Assessment consideration; objections by any respondent will disqualify them from consideration. Bad credit indicating you are a high risk may impact your application. Responses will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings

PART 4-EVALUATION/SELECTION PROCESS

The County will review and evaluate all Proposals submitted in response to this Solicitation Document. The evaluation process is designed to award the Contract to the Proposer with the best combination of attributes as demonstrated in the Proposal scores. Scores are based on the evaluation of the information contained in Proposer's Proposal which include, but is not limited to, Proposer's responses to the questions set forth in the Submittal Requirements section of this Solicitation Document and any corresponding attachments including a brief description of methodology, qualifications, experience, and the cost of the Services/Work.

a) Evaluation Procedures: The evaluators will consider how well the Proposer's Proposal meets the needs of the County as described in the Proposer's response to each question in this Solicitation Document. It is important that

the responses be clear and complete so that the evaluators can adequately understand all aspects of the response. Please follow all instructions carefully. The Proposal should be submitted according to the instructions/outline specified in this Solicitation Document. A Proposal that fails to follow these instructions may be considered non-responsive and may be eliminated from further consideration.

i) Based on information acquired through the Proposer's responses and the responses of references (if applicable), the County will award a preliminary score to each Proposal.

ii) Based on the preliminary scores, the County may request that the top scoring Proposers conduct an oral presentation and/or submit a Best and Final Offer that may include revisions to Technical Approach, Integration, and/or Cost. Be advised that the evaluators may revise the preliminary scores based on the oral presentations (if applicable), reference inquiries, other information obtained through the County's investigations of past performance and/or submissions of Best and Final Offers (if applicable).

b) Scoring/Weighting of Questions: The scoring/weighting of Proposals will be accomplished utilizing the evaluation criteria identified in the following table:

Award Criteria	Point Value
Experience of Firm/Team Members	40
Accounting Services and Reporting	30
Acknowledgement of Coordination	20
Compensation/Fee Schedule	10
Total:	100
Total Possible	100

$$\frac{\text{Lowest Cost Proposal} \times \text{Maximum Points}}{\text{Divided by Other Proposer's Cost}} = \text{Score}$$

PART 5-TERMS AND CONDITIONS OF CONTRACT

The initial term of this contract shall begin when all parties have signed and continue for three years. The contract may be renewed for additional two (2) one (1) year renewals upon mutual agreement of all parties.

PROCUREMENT SCHEDULE (ANTICIPATED)

RFP Advertised & Posted on Website	01/04/2024
Deadline for Questions	01/12/2024 @ 3:00 P.M.
RFP Response Due Date	01/25/2024 @ 3:00 P.M.
Review by MSBU Board	Week of January 29, 2024
Contract Negotiations	Week of February 5, 2024
Finalize/Execute Agreement	February 20, 2023