

REQUEST FOR PROPOSAL

RFP 23-151-mm

ANNUAL SOCIAL MARKETING CAMPAIGN DEVELOPMENT AND GENERAL PUBLIC EDUCATION SERVICES

Alachua County, Florida
County Administration Building
Gainesville, FL 32601

RELEASE DATE: April 6, 2022

DEADLINE FOR QUESTIONS: May 16, 2022

RESPONSE DEADLINE: May 25, 2022, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/alachuacounty>

Alachua County, Florida
REQUEST FOR PROPOSAL

Annual Social Marketing Campaign Development and General Public
Education Services

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1. INTRODUCTION

1.1. Summary

Alachua County Board of County Commissioners is seeking proposals from licensed professionals (hereinafter, referred to as Consultants) for the provision of Annual Social Marketing Campaign Development and General Public Education Services for the benefit of Environmental Protection Department.

The following apply to this request for proposal: [Introduction](#), [Proposed Requirements and Organization](#), [Request for Proposal Selection Procedures](#), [Evaluation Phases](#), [Terms and Conditions](#), [Scope of Work](#), Attachments, [Submittals](#) and [Pricing Proposal](#).

1.2. Background

Location: Alachua County is located in North Central Florida. The County government seat is situated in Gainesville. Gainesville is located 70 miles southwest of Jacksonville, 129 miles southeast of Tallahassee, 140 miles northeast of Tampa - St. Petersburg and 109 miles northwest of Orlando. Alachua County has a population of over 250,000. The County itself consists of a total area of 969 square miles.

Form of Government: Alachua County is governed by a Board of five (5) elected County Commissioners and operates under the established County Manager Charter form of government. In addition to the five County Commissioners, there are five elected Constitutional Officers: Supervisor of Elections, Sheriff, Clerk of the Court, Tax Collector, and the Property Appraiser. The Alachua County Attorney also reports to the Board.

1.3. Contact Information

Mandy Mullins

Procurement Agent I

12 SE 1st Street, 3rd Floor

Gainesville, FL 32601

Email: mmmullins@alachuacounty.us

Phone: [\(352\) 384-3090](tel:(352)384-3090)

Department:

Environmental Protection

1.4. Timeline

OpenGov Release Project Date	April 6, 2022
Question Submission Deadline	May 16, 2022, 6:00am
Proposal Submission Deadline	May 25, 2022, 2:00pm

<p>Solicitation Opening – Zoom Meeting</p>	<p>May 25, 2022, 2:00pm The scheduled solicitation opening will occur via Zoom; the information to join is provided below. Attendance (live viewing) of the bid opening is not required.</p> <p>Join Zoom Meeting https://zoom.us/j/93437702771?pwd=S2QxMVpUTG5xQUtBTEVMbkRxakNEZz09</p> <p>Meeting ID: 934 3770 2771 Passcode: 702897 One tap mobile +13126266799,,93437702771# US (Chicago) +19292056099,,93437702771# US (New York)</p> <p>Dial by your location +1 312 626 6799 US (Chicago) +1 929 205 6099 US (New York) +1 301 715 8592 US (Germantown) +1 346 248 7799 US (Houston) +1 669 900 6833 US (San Jose) +1 253 215 8782 US (Tacoma) Meeting ID: 934 3770 2771 Find your local number: https://zoom.us/u/adtsfJybhW</p> <p>If you have a disability and need an accommodation in order to participate in a County program, service or public meeting, please contact the Alachua County ADA Coordinator at ADA@alachuacounty.us or Equal Opportunity Office at 352-374-5275 at least 7 business days prior to the event. TDD/TTY users, please call 711 (Florida Relay Service)</p>
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2. INSTRUCTION TO PROPOSERS

2.1. Submission of Request for Proposal

The County posts and distributes information pertaining to its procurement solicitations on the County [Public Portal](#). In order to submit a proposal response to this solicitation the consultant must be registered with the County's [Public Portal](#).

Proposals must be submitted with all required submissions included. Failure to comply may preclude consideration of the proposal.

Each Consultant is responsible for full and complete compliance with all laws, rules and regulations which may be applicable.

Costs for the preparation and submittal of proposals in response to this Request for Proposal are entirely the obligation of the bidder and shall not be chargeable in any manner to Alachua County.

Upon submission, all proposals become the property of Alachua County which has the right to use any or all ideas presented in any proposal submitted in response to this Request for Proposal, whether or not the proposal is accepted.

All work papers/products developed as part of the contract performance become property of the County upon termination or completion of the provision of services.

The proposal response, containing all required documents, must be received by 2:00 pm on Wednesday, May 25, 2022. The proposers submittal must be completed in the [Public Portal](#) prior to the 2:00 pm deadline. Any required uploaded documents should be done in PDF format and be labeled correctly, unless the solicitation states otherwise. The pdf document should be titled with proposer's name, RFP number, and if the response is submitted in parts, include "Part # of x".

THE COUNTY and the PUBLIC PORTAL PLATFORM WILL NOT ACCEPT LATE SUBMITTALS

Modifications to or withdrawal of a proposer's submittal can be made up to the deadline date. Modifications and withdrawals must be documented in the [Public Portal](#) in order to be recognized by the County.

The response must be submitted with the firm name by an officer or authorized representative of the business who is legally authorized to enter into a contractual relationship in the name of the consultant. An authorized representative who is not an officer may submit the proposal, in this case the Consultant must say yes to the [Submittals](#) section granting authorization to the officer or authorized representative to execute on behalf of the business.

2.2. Withdrawal of Request for Proposal

Modifications to or withdrawal of a proposer's submittal can be made up to the deadline date. Modifications and withdrawals must be documented in the County's [Public Portal](#) in order to be recognized by the County. Any Proposer may withdraw their proposal, either personally, electronically, or written request, at any time prior to the scheduled closing time for receipt of proposals. Any submittal not withdrawn will constitute an irrevocable offer, for a period of one hundred twenty (120)

days, to provide the County adequate time to award the Contract for the services specified in this solicitation.

2.3. [Request for Information - Inquires - Addendum Question](#)

After thoroughly reading this Request for Proposals and Exhibits, any consultant in doubt as to the true meaning of the Request for Proposal or related documents may submit a written interpretation request, via the question and answer tab, at least ten (10) days prior to closing date set for receipt of proposals to be considered for a response.

Any and all such interpretations and any supplemental instructions will be in the form of a written addendum; duly issued, and a copy of such addendum will be posted to the [Public Portal](#). Oral answers will not be authoritative. All addenda so issued shall become part of the RFP documents.

Addenda Notification: Bidders are required to register for an account via the County's e-Procurement [Public Portal](#). Once bidder has completed registration, you will receive addenda notifications to your email by clicking "Follow" on this project. Ultimately, it is sole responsibility of each bidder to periodically check the site for any addenda at <https://secure.procurenow.com/portal/alachuacounty>

2.4. [Acceptance/Rejection of Proposals](#)

Alachua County reserves the right to reject any proposal which may be considered irregular, show serious omission, unauthorized alteration of form, unauthorized alternate proposals, incomplete or unbalanced proposals or irregularities of any kind.

Submittal requirements of this Request for Proposals are for evaluation and selection purposes only. The County may allow alterations, modifications, or revisions to individual elements of the successful proposal at any time during the period of the contract which results from this Request for Proposals.

Alachua County reserves the right to accept or reject any or all proposals in whole or in part, with or without cause, to waive technicalities, or to accept proposals or portions thereof which, in the County's judgment, best serve the interests of the County, or to award a contract to the next most qualified Consultant if a selected Consultant does not execute a contract within thirty (30) days after the award of the proposal.

The thirty day (30) time period may be extended an additional twenty (20) days where the selected Consultant is unavailable during the initial thirty-day period.

2.5. [Electronic Signatures](#)

The Parties agree that an electronic version of the submitted proposal shall have the same legal effect and enforceability as a paper version. The Parties further agree that the Electronic Submittal, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute an Agreement with the awarded vendor and shall provide the awarded vendor with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by

electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

2.6. Trade Secret/Proprietary Information

Responses to this proposal/bid receipt by the County become public records subject to the provisions of Chapter 119 F.S., Florida's Public Records Law. If you believe that any portion or all of your response is exempt from public records disclosure because it constitutes a trade secret or proprietary confidential business information under Florida Law, or is otherwise exempt from disclosure as a Public Record, you should clearly assert such exemption and state the specific legal authority for the asserted exemption. All material that is designated as exempt from Chapter 119 must be submitted in in the [Submittals](#) section, clearly identified as “PUBLIC RECORDS EXEMPT”. Furthermore, you must complete all of the Proprietary Information subsection found in the [Submittals](#) section.

Please be aware that the designation of an item as exempt from disclosure as a Public Record may be challenged in court by any person. By your designation of material in your bid proposal as “Public Records Exempt”, you agree to defend and hold harmless the County from any claims, judgments, damages, costs, and attorney's fees and costs of the challenger and for costs and attorney's fees incurred by the County by reason of any legal action challenging your designation.

2.7. Small Business Enterprise (SBE) Program Participation

SBE Vendor is a vendor that is certified by the Alachua County Equal Opportunity Office prior to the deadline. The SBE Program Participation Form, [Submittals](#) section, should be completed for your proposal to be considered responsive. Alachua County has adopted a 15% participation goal, and policies which encourage participation of SBE in the provision of materials, supplies (i.e. office, auto, janitor, lawn, etc.) equipment, services and construction.

- A. The County will award a preference in evaluation points to certified SBE or contractors that meet the SBE participation goal in its RFP response.
- B. SBE preference does not apply to contracts that are reserved in accordance with Section 22.11-205, Alachua County Procurement Code, in which the County reserved contracts for bidding only by SBEs. SBE bid preferences will not be combined.

OPTION 1: Procurement will award a Consultant 15 Technical Points if the Consultant is a certified SBE (per Alachua County's current SBE registry at the time set for receipt of submittals) and at least 51% of the job will be performed by the Consultant.

OPTION 2: Procurement will award a Consultant 10 Technical Points who commits to meet or exceed the percentage participation goal of 30% as established by the Procurement and Equal Opportunity Office.

OPTION 3: Procurement will award a Consultant 5 Technical Points who commits to meet the percentage participation goal of 15% - 29% as established by the Procurement and Equal Opportunity Office.

OPTION 4: A Consultant will not receive Technical Points if all work is to be performed by the Consultant and no SBE subcontractors will be utilized for this proposal.

OPTION 5: A Consultant will not receive Technical Points if all work is to be performed by the Consultant and subcontractors are Non-SBE vendors. The consultant should complete a Option 5 to demonstrate a good faith effort to utilize SBE subcontractors.

- If options 1, 2, 3, or 4 were not chosen, the Consultant should complete Option 5 substantiating compliance with good faith effort requirements.

The Alachua County BOCC encourages the participation of small business enterprises in the provision of goods, services and construction.

The Equal Opportunity Office maintains a directory of certified SBE's. The Alachua County Small Business Enterprise Directory is available at: [Alachua County Small Business Directory](#)

For information or to become certified as a Small Business Enterprise in Alachua County, contact the Equal Opportunity Office and request an application at:

Phone: 352-374-5275

TDD/TTY: Please Call 711 (Florida Relay System)

Fax: 352-338-3205

Visit our web address at <http://www.alachuacounty.us/government/depts/as/eo/> for a current listing of SBEs.

2.8. [Volume of Previous Work](#)

Volume of previous work will be determined by the actual fees rendered to the consultant by Alachua County. These fees are based on actual payments made to the consultant and are retrieved from the County's electronic accounting system. Only a portion of these fees (Adjusted fee) will be considered based on the fiscal year payments and the factor listed below (see below).

PERIOD - ACTUAL FEE - FACTOR - ADJUSTED FEE:

Current and last year (Oct 1 – Sept 30) \$ 100,000.00 X 1.0 \$ 100,000.00

Second year past (Oct 1 – Sept 30) \$ 100,000.00 X .08 \$ 80,000.00

Third year past (Oct 1 - Sept 30) \$ 100,000.00 X .06 \$ 60,000.00

TOTAL ADJUSTED FEE CONSIDERED: \$ 240,000.00

2.9. [Alachua County Government Minimum Wage \(GMW\)](#)

Services solicited through this RFP are considered covered services under Chapter 22, Article 12, of the Alachua County Procurement Code ("Alachua County Government Minimum Wage") which establishes a government minimum wage for certain contractors and subcontractors providing selected services to Alachua County government. Bidders/Proposers should consider the cost of compliance, if any, when submitting proposals.

The contractor shall certify via [Submittals](#) section it will pay each of its covered employees the GMW, and ensure that it will require that of its subcontractors.

2.10. Drug Free Workplace

Florida Statute, Section 287.087 states that whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. A vendor certifying a drug-free workplace shall complete the [Submittals](#) section.

2.11. Proposed Subcontractors Non-SBE

Consultants shall notify the County of the proposed use of subcontractors in the provision of services required herein by completing the Proposed Subcontractor questions located in the [Submittals](#) section. No subcontractor shall be employed by the Consultants for the provision of these services without the written approval of the County.

2.12. Term of Contract/Renewal

The agreement shall be effective for the period beginning on the date of the fully executed contract. Generally the term will begin on October 1, 2023 and continue through September 30, 2025 unless earlier terminated as provided herein. The county has the option of renewing this agreement for two (2) additional two (2) year-periods and the same terms and conditions outlined here in. The amendments to extend the contract will be issued once the county has exercised the option to renew. A contract as a result of the solicitation shall be deemed effective only to the extent of appropriations available to the County Agency at any time during the contract period.

2.13. Consideration of Proposals

Proposals will be considered from Consultants normally engaged in providing and performing services as specified herein. The Consultant must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the County. The County reserves the right to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions before recommending any award.

2.14. Corporate Resolution

A corporation is able to engage in business in its own name, entering into contracts, deeds and other legal documents, just like an individual. The board of directors can name the officers with authority to sign those documents in its bylaws or corporate resolutions. These officers named have the express, actual authority to legally bind the corporation to the documents they sign. That is, any document they sign is considered to be signed by the corporation itself.

A vendor certifying a corporate resolution shall complete the [Submittals](#) section.

2.15. Vendor Complaints or Grievances; Right to Protest

Unless otherwise governed by state or Federal law, this Part shall govern the protest and appeal of Procurement decisions by the County. The term "Bidder" includes any Person that responds to any type of Solicitation issued by the County (e.g., ITB, RFP, ITN), and is not limited solely to a Person that submits a proposal in response to an Request for Proposal (RFP).

- A. **Notice of Solicitations and Awards:** The County Shall provide notice of all Solicitations and Awards by Electronic posting in accordance with the Procedures, unless a different method is required by the Florida Statutes, in which case the County Shall provide notice in accordance with the requirement of the Florida Statutes.
- B. **Solicitation Protest:** Any prospective Bidder may file a Solicitation Protest concerning a Solicitation.
1. **Basis of the Solicitation Protest:** The alleged basis for a Solicitation Protest shall be limited to the following:
 - a. The Solicitation is inconsistent with this Code or the requirements of applicable Florida Statutes;
 - b. The terms, conditions or Specifications of the Solicitation are in violation of, or are inconsistent with, applicable laws, Regulations, Procedures, policies or other legal authorities governing the Solicitation, including but not limited to the method of evaluating, ranking or awarding of the Solicitation, reserving rights of further negotiations, or modifying or amending any resulting Contract; and
 - c. The Solicitation instructions are unclear or contradictory.
 2. **Timing and Content of the Solicitation Protest:** The Solicitation protest must be in writing and provide all content in accordance with the Alachua County Code, Chapter 22 "Procurement", Article 9 "Legal and Contractual Remedies" and must be received by the Procurement Manager by no later than 3:00 PM on the fourth business day after the solicitation was posted by the County. Failure to timely file a solicitation protest shall constitute a total and complete waiver of the bidder's right to protest or appeal any solicitation defects, and shall bar the bidder from subsequently raising such solicitation defects in any subsequent Award protest, if any, or any other administrative or legal proceeding.
- C. **Award Protest:** Any Bidder who is not the intended awardee and who claims to be the rightful awardee may file an Award Protest. However, an Award Protest is not valid and shall be rejected for lack of standing if it does not demonstrate that the protesting party would be awarded the Solicitation if its protest is upheld.
1. **Basis of the Award Protest:** The alleged basis for an Award Protest shall be limited to the following:
 - a. The protesting party was incorrectly deemed non-responsive due to an incorrect assessment of fact or law;
 - b. The County failed to substantively follow the Procedures or requirements specified in the Solicitation documents, except for minor irregularities that were waived by the

County in accordance with this Code, which resulted in a competitive disadvantage to the protesting party; and

- c. The County made an identifiable mathematical or other errors in evaluating the responses to the Solicitation, resulting in an incorrect score and not protesting party not being selected for award.
2. **Timing and Content of the Award Protest:** The Award Protest must be in writing and provide all content in accordance with the Alachua County Code, Chapter 22 "Procurement", Article 9 "Legal and Contractual Remedies" and must be received by the Procurement Manager at lsapp@alachuacounty.us no later than 3:00 PM on the fourth Business day after this Proposed Award Decision was posted by the County. Failure to timely file an Award Protest shall constitute a total and complete waiver of the Bidder's right to protest or appeal the County's proposed Award decision in any administrative or legal proceeding.
- D. **Burden of Proof:** Unless otherwise provided by Florida law, the burden of proof shall rest with the protesting party.
- E. **Stay of Procurement during Protests:** In the event of a timely protest, the County shall not proceed further with the Solicitation or with the award of the Contract until the County Manager, after consultation with the head of the Using Agency, makes a written determination that the award of the Solicitation without delay is:
1. necessary to avoid an immediate and serious danger to the public health, safety, or welfare;
 2. necessary to avoid or substantially reduce significant damage to County property;
 3. necessary to avoid or substantially reduce interruption of essential County Services; or;
 4. otherwise in the best interest of the public.

3. TERMS AND CONDITIONS

The following are the general terms and conditions, supplemental to those stated elsewhere in the Request for Proposal, to which the selected Consultant must comply in order to be consistent with the requirements for this Request for Proposal. Any deviation from these or any other stated requirements should be listed as exceptions in a separate appendix of the proposal.

3.1. Alachua County COVID-19

Alachua County has established safety protocols to protect the spread of COVID-19 in the workplace and among the workforce. The Contractor agrees to comply with adopted Alachua County COVID-19 Procedure, as amended, concerning masking and social distancing as applicable to employees while working or providing services inside a Covered Alachua County Facility.

3.2. Non-Warranty of Request for Proposals

Due care and diligence has been used in preparing this Request for Proposal. The County shall not be responsible for any error or omission in this Request for Proposal, nor for the failure on the part of the Consultants to ensure that they have all information necessary to affect their proposals.

3.3. Request for Clarification

The County reserves the right to request clarification of information submitted and to request additional information of one or more Consultants, either orally or in writing.

3.4. U.S. Department of Homeland Security E-Verify System

The Contractor/Professional shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor/Professional during the term of the Agreement. The E-Verify system is located at <https://www.uscis.gov/E-Verify>.

The Contractor/Professional shall expressly require any subcontractors performing work or providing services pursuant to the County's Agreement to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the solicitation. The E-Verify system is located at <https://www.uscis.gov/E-Verify>.

3.5. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction of a 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 a public entity, may not be awarded or perform work as a Consultant, supplier, subconsultant, 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.

3.6. Discriminatory Vendor List

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

3.7. Vendor Eligibility

An entity or affiliate who has been placed on any of the list's below may not respond to solicitation.

Convicted Vendor List

Suspended Vendor List

Discriminatory Vendor List

Scrutinized List of Prohibited Companies

Federal Excluded Parties List

Lists are available at the following Department of Management Services site:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

3.8. Workplace Violence

Employees of proposer's are prohibited from committing any act of workplace violence. Violation may be grounds for termination. Workplace violence means the commission of any of the following acts by a proposer's employee.

Battery: intentional offensive touching or application of force or violence to another.

Stalking: willfully, maliciously and repeatedly following or harassing another person.

3.9. Governing Law

This agreement shall be governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

3.10. Payments

All payments will be made in accordance with the Agreement.

The Contractor shall accept payment via EFT (Electronic Fund Transfer), and upon receipt of the approved Contract/Purchase Order complete this process with Alachua County.

All applications for payment shall be processed and paid in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act").

3.11. Laws, Permits and Regulations

The selected Consultant shall obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

The selected Consultant shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated in the proposal. The selected Consultant is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work. Ignorance on the part of the selected Consultant will in no way relieve it of responsibility.

All corporations, LLCs, limited and general partnerships, LLPs and LLLPs wishing to do business within the County must register with the Florida Department of State at the following web site:

<http://www.sunbiz.org/>. This registration is renewed annually. Failure to register with the Florida Department of State may result in the bid being determined as non-responsive.

The selected Consultant must agree to abide by and conduct its programs and provide its services in compliance with the provisions of the Civil Rights Act of 1866, Civil Rights Act of 1871, Equal Pay Act of 1963, Civil Rights Act of 1964, Age Discrimination and Employment Acts of 1967, Rehabilitation Act of 1973, 1990 Americans with Disabilities Act, 1991 Federal Civil Rights Act, 1992 Florida Civil Rights Act, and all other applicable ordinances, statutes, laws and amendments thereto.

3.12. Indemnification

The awarded Consultant agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The Consultant further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Consultant agrees that indemnification of the County shall extend to any and all work performed by the Consultant, its subcontractors, employees, agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Consultant's insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the Consultant.

Nothing contained herein shall constitute a waiver by the County of its sovereign immunity, the limits of liability or the provisions of §768.28, Florida Statutes.

3.13. Default and Termination

The failure of either party to comply with any provision of the contract shall place that party in default. Prior to terminating the contract, the non-defaulting party shall notify the defaulting party in writing. Notification shall make specific reference to the provision which gave rise to the default.

The defaulting party shall be given seven (7) days in which to cure the default. The Department Director is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time, the County Manager is authorized to provide final termination notice on behalf of the County to the selected Consultant.

The County may terminate the contract without cause by first providing at least 24 hours written notice to the selected Consultant prior to the termination date. The County's Department Director is authorized to provide written notice of termination on behalf of the County.

In the event funds to finance the contract become unavailable, the County may terminate the contract with no less than twenty-four hours' notice in writing to the selected Consultant. The County shall be the final authority as to the availability of funds.

3.14. Non Waiver

The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or noncompliance.

3.15. Independent Consultant

In the performance of this agreement, the Consultant will be acting in the capacity of an independent Consultant and not as an agent, employee, partner, joint venturer, or associate of the County. The Consultant shall be solely responsible for the means, method, technique, sequences, and procedures utilized by the Consultant in the full performance of the agreement.

3.16. Successors and Assigns

The County and selected Consultant each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this agreement, and any assignment or transfer by the selected Consultant of its interest in the contract without the written consent of the County shall be void. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County or the selected Consultant, nor shall it be construed as giving any right or benefit hereunder to anyone other than the County or the selected Consultant.

3.17. Conflict of Interest

The bidder certifies that to the best of their knowledge or belief, no elected/appointed official or employee of the County is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order.

Bidders are required to complete and answer the Bidder Questionnaire question located in the Submittals section.

3.18. Collusion

The Consultant, by submitting their proposal/bid form, declares that the proposal/bid is made without any previous understanding, agreement, or connections with any persons, firms or corporations making a bid on the same items and that it is in all respects, fair, and in good faith without any outside control, collusion, or fraud.

The bidder, by submitting their proposal/bid form, declares that no County Commissioner, other County officer, or County employee, directly or indirectly owns more than five (5) percent of the total assets or capital stock of the bidding entity, nor will directly or indirectly benefit by more than five (5) percent from the profits or emoluments of this contract.

3.19. Purchases by Other Public Agencies

With the consent and agreement of the successful bidder(s), purchases may be made under the agreement by other governmental agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same pricing, terms and conditions stated herein with no deviations allowed. The agreement in no way restricts or interferes with the right of any public agency or political subdivision to bid any or all of the items or services independently.

3.20. Amendments

This agreement may be amended by mutual written agreement of the parties and may be changed only by such written amendment.

3.21. Assignment of Interest

The parties recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the vendor hereby assigns to the County any and all claims for such overcharges as to goods, material or services purchased in connection with the Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same without prior written consent of the other party.

3.22. Assignment of Personnel

All personnel assigned to the project will be subject to the approval of the County and no changes shall be allowed unless prior written approval is obtained.

3.23. Basis for Contract Negotiation

The proposal will serve as the basis for negotiating the contract.

3.24. Examination of Request for Proposals

Before submitting a proposal, it shall be the Consultant's responsibility to examine thoroughly the Request for Proposals or other related documents (where applicable) to be informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under the Contract. Failure to do so will not relieve the selected Consultant of complete performance under the contract.

3.25. Award of Contract(s)

The County reserves the right to award contracts to more than one (1) Consultant as determined to be in the best interest of the County.

4. INSURANCE

4.1. Insurance Responsibility

The selected proposer/Consultant shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. If the initial insurance expires prior to the completion of the work, a renewal certificate shall be furnished Thirty (30) days prior to the date of expiration.

4.2. TYPE "A" INSURANCE REQUIREMENTS "ARTISAN CONTRACTORS / SERVICE CONTACTS"

The Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor/vendor, his agents, representatives, employees or subcontractors.

- A. **COMMERCIAL GENERAL LIABILITY:** Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.
- B. **AUTOMOBILE LIABILITY:** Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.
- C. **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY:** Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.
- D. **BUILDER'S RISK / INSTALLATION FLOATERS (when applicable):** When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:
 - 1. Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.
 - 2. When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the
 - 3. National Flood Insurance Program.
- E. **EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds):** Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

- F. **OTHER INSURANCE PROVISIONS:** The policies are to contain, or be endorsed to contain, the following provisions:
1. Commercial General Liability and Automobile Liability Coverages
 - a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.
 - b. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.
 2. All Coverages: The Contractor/Vendor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.
- G. **SUBCONTRACTORS:** The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

CERTIFICATE HOLDER: Alachua County Board of County Commissioners

Environmental Protection

Email certificate to : sgreco@AlachuaCounty.US

5. SCOPE OF WORK

The services requested, herein, are for Annual Social Marketing Campaign Development and General Public Education Services.

5.1. General Requirements:

The services requested, herein, are for social marketing campaign development, implementation, and evaluation and general public education services for environmental protection and hazardous waste collection programs. The Consultant must include social marketing techniques designed to influence targeted behaviors in design and implementation elements of all campaigns and programs. Literature reviews, primary research (focus groups, surveys, interviews, etc.) and program evaluation may be required for programs. The Consultant will become familiar with the short and long term objectives, philosophies, and marketing objectives along with existing campaigns and programs of the Environmental Protection Department and the Hazardous Waste Collection Center. Services will include creation, implementation, and evaluation of print, digital, and social media designed to improve program participation and to achieve specific behavior changes.

A. Social Marketing Campaign Development and General Public Education Services

1. Social Marketing- The Consultant must include social marketing techniques designed to influence targeted behaviors in design and implementation elements of all campaigns and programs. Literature reviews, primary research (focus groups, surveys, interviews, etc.) and program evaluation may be required for programs.
2. Program Implementation and Improvement - The Consultant will become familiar with the short and long term objectives, philosophies, and marketing objectives along with select existing campaigns and programs of the Environmental Protection Department and the Hazardous Waste Collection Center. Programs include but are not limited to Scoop the Poop, Keeping Grass Off the Streets, Turf SWAP, Clean Creeks Hotline, MyYardOurWater.org, #NoFilter, Fertilizer Free, How it Started, Watch the Weather, FOGs, Hazwaste Center Collection events, and water conservation and springs protection efforts. Additional campaigns, events, and programs may be created during this contract. The following services may be requested:
 - a. Provide strategies to evaluate and improve existing programs and to leverage funding and partnerships;
 - b. Social marketing consultation on reaching target audiences, refining specific behaviors, and related services.
 - c. Updates and possibly printing services for a variety of printed materials, displays, website content, presentations, and brochures;

- d. Purchase promotional items such as (but not limited to) rain gauges, children's activities, pencils, pens, stickers, shower timers, rulers, and other promotional items to enhance programs;
 - e. Provide print media advertising placement in local newspapers and community publications in addition to coordinating the development, scheduling of, and reporting of results from radio and television commercials with local cable TV and other stations and billboards and mobile advertising;
 - f. Planning, purchasing, and reporting on advertising and campaign results;
 - g. Provide social media and website plans and implementation (may include website/social media platform design, management, and hosting).
 - h. Creative expertise, artwork, and video development for outreach programs;
 - i. Evaluate programs using various survey techniques and provide suggestions for improvement;
3. Public Relations - The Consultant may be asked for the preparation and dissemination of approved press releases and newsletters to trade or consumer media on matters relevant to Environmental Protection Department and Hazardous Waste Collection Center programs as requested by staff.
4. Media Activity - The Consultant will be responsible for planning, scheduling, contracting, placing, distributing, checking proof of performance, payment and follow-up to approved media used for advertising and promotion. The activities included in this project often qualify as free Public Service Announcements (PSAs). The Consultant should make every effort to provide an effective mix between PSAs and paid advertisements. All agency discounts received by the vendor on media placement, shall be passed through to the County. All invoices shall include a breakdown of each service rendered, the date such services were performed, the time and agency hours spent by project member in accordance with the agency fee schedule.
5. Intellectual Property - Consultant retains the copyright to the work. Consultant grants an irrevocable license to Alachua County for the right to reproduce the work, display the work, and create derivative works from the work. Application of these rights includes but is not limited to: use of the work in sign production, promotional materials, and websites; and creation of derivative works for use in future signs, promotional materials, and websites. Consultant grants to Alachua County a limited right to distribute the work or derivatives of the work to a third party only for the purpose of: educational services provided by Alachua County related to environmental programs; use in materials promoting Alachua County and Alachua County services; and use in websites promoting Alachua County. The sale or

distribution of the work for other uses than herein specified is prohibited without written consent from the Consultant.

- a. Consultant will ensure that any sub-contractor or independent contractor performing work under the Agreement related to services provided to the County will execute release to the County containing the above provisions or demonstrate that the Consultant holds all rights to such work.
- b. The County reserves the right to negotiate with the Consultant for copyright to created products.

6. SAMPLE AGREEMENT/CONTRACT

6.1. Sample Professional Services Agreement/Contract

PROFESSIONAL SERVICES AGREEMENT NO. (#) BETWEEN ALACHUA COUNTY AND (COMPANY NAME)
FOR (CONTRACT TITLE)

This Agreement is entered into on _____, 2021, between Alachua County, Florida, a political subdivision and Charter County of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and (Company Name), a (Business Entity State) (Business Entity Type) with a principle business address located at (Address) hereinafter referred to as "Professional" (collectively hereinafter County and Professional referred to as "Parties")

WITNESSETH

WHEREAS, the County issued Bid or RFP No. (#) seeking qualified Professionals to furnish (Description), in Alachua County, Florida; and

WHEREAS, after evaluating and considering all timely responses to Bid or RFP No. (#), the County identified the Professional as the top ranked firm; and

WHEREAS, the County desires to contract the Professional to provide the services described in Bid or RFP No. (#) and the Professional desires to provide such services to the County in accordance with the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1. Term.

1.1. This Agreement is effective on the date executed by both Parties and continues until the (Date) unless earlier terminated as provided herein. This Agreement may be amended at the option of the County for (#) additional (#) year terms at the terms and conditions contained in this Agreement.

1.2. The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Therefore, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes, and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.

2. Representations. By executing this Agreement, the Professional makes the following express representations to the County:

2.1. The Professional is professionally qualified to act as the professional for the Project and is licensed to practice _____ by all public entities having jurisdiction over the Professional and the Project;

2.2. The Professional shall maintain all necessary licenses, permits or other authorizations necessary to act as professional for the Project until the Professional's duties hereunder have been fully satisfied;

2.3. The Professional has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated;

2.4. The Professional shall prepare all deliverables required by this Agreement including, but not limited to, all contract plans and specifications, in such a manner that they shall be accurate, coordinated, and adequate for the purposes intended and shall be in conformity and comply with all applicable law, codes and regulations;

2.5. The Professional represents that the deliverables prepared by the Professional are adequate and sufficient to accomplish the purposes of the project and meet the requirements of all applicable federal, state and local codes and regulations.

2.6. The Professional acknowledges that the County's review of the deliverables in no way diminishes the Professionals representations pertaining to the deliverables.

3. Duties of the Professional. The Professional shall have and perform the following duties, obligations, and responsibilities to the County as outlined in Exhibit 1.

4. Duties of the County. The County shall have and perform the following duties, obligations, and responsibilities to the Professional as outlined in Exhibit 2.

5. Method of Payment. For its assumption and performance of the duties, obligations, and responsibilities set forth herein, the Professional shall be paid in accordance with this section.

5.1. The Professional shall be paid for those services required by this Agreement not to exceed the sum of \$ _____ allocated in the following manner:

5.2. Reimbursable expenses, if approved in writing in advance, will be paid by the County to the Professional for the following services or costs outlined below. The Professional will invoice for reimbursable services or costs on a monthly basis. Amounts invoiced for reimbursement shall include back-up documentation.

5.2.1. Expenses for travel when traveling in connection with provision of services under this Agreement in accordance with the provisions of §112.061(7) and (8), Florida Statutes, or their successor and with the prior approval of the County.

5.2.2. Actual expense of reproductions, postage and handling of drawings and specifications postage-actual cost;

5.2.3. If authorized in writing in advance by the County's representative, the cost of other expenditures made in the interest of the work effort.

OR:

5.2. No additional reimbursable expense will be paid under this Agreement.

5.3. If the Professional's duties, obligations, and responsibilities are materially changed through no fault of the Professional after execution of this Agreement, additional compensation shall be paid as provided in Exhibit 3.

5.4. As a condition precedent for any payment, the Professional shall submit monthly, unless otherwise agreed in writing by the County, an invoice to the County requesting payment for services properly rendered and expenses due. The Professional's invoice shall describe with reasonable particularity each service rendered, the date thereof, [the time expended, if billed by hour,] and the person(s) rendering such service. The Professional's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. If payment is requested for services rendered by Professional, the invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall constitute the Professional's representation to the County that the services indicated in the invoice have reached the level stated, have served a public purpose, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of the Professional covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Professional that payment of any portion thereof should be withheld. Submission of the Professional's invoice for final payment shall further constitute the Professional's representation to the County that, upon receipt by the Professional of the amount invoiced, all obligations of the Professional to others, including its consultants, incurred in connection with the Project, will be paid in full. The Professional shall submit invoices to the County at the following address:

Department Director

(Department Name) Department

(Address)

(City, Florida, Zip Code)

(Department Email Address)

5.5. In the event that the County becomes credibly informed that any representations of the Professional relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then or in the future otherwise due to the Professional until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.

5.6. The County shall make payment to the Professional, of all sums properly invoiced under the provisions of this paragraph, in accordance with the provisions of Chapter 218, Part VII (Local Government Prompt Payment Act), Florida Statutes. Payments shall be made to the following address:

(Company Name)

(Address)

(City, State, Zip Code)

(Email Address)

6. Alachua County Minimum Wage.

6.1. The Work performed pursuant to this Agreement is considered covered services under Chapter 22, Article III, of the Alachua County Code of Ordinances (“Wage Ordinance”), which establishes a government minimum wage for certain Professionals and subcontractors providing selected services to Alachua County government. “Covered Employees,” as defined in Sec. 22.45 of the Wage Ordinance, are those employees directly involved in providing covered services pursuant to this Agreement.

6.2. The Professional shall provide certification, the form of which is attached hereto as Exhibit (#), to the County that it pays each of its employees the Alachua County Government Minimum Wage, as may be amended by the County on or before October 1st of each year, as well as ensuring that it will require the same of its subcontractors throughout the duration of this Agreement.

6.3. The Professional shall prominently display a copy of the Wage Ordinance where it is easily seen by covered employees and supply to covered employees upon request. Additionally, the Professional is responsible to make any person submitting a bid for a subcontract for covered services aware of the requirements.

6.4. Failure to comply with the provisions of the Wage Ordinance will be deemed a breach of contract and authorize the County to withhold payment of funds in accordance with Chapter 218, Florida Statutes.

6.5. The Professional will include the necessary provisions in subcontracts to ensure compliance. However, the County shall not be deemed a necessary, or indispensable, party in any litigation between the Professional and subcontractor.

7. Personnel.

7.1. The Professional will assign only qualified personnel to perform any service concerning this Agreement. At the time of execution of this Agreement, the Parties anticipate the following Parties will perform those functions indicated:

NAME FUNCTION

[list] [list]

7.2. So long as the individuals named above remain actively employed or able to be retained by the Professional, they shall perform the functions indicated next to their names. The (Title) (manager) may authorize changes to this list in writing.

8. Notice. Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. All notices shall be deemed delivered two (2) business days after mailing, unless deliver is by personal delivery in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, Professional’s and County representative are:

County:

(Department Name)

Department Director

(Address)

Gainesville, Florida, (Zip Code)

(Department Email Address)

Professional:

(Company Name)

(Address)

(City, State, Zip Code)

(Email Address)

A copy of any notice, request or approval to the County must also be sent to:

Jesse. K. Irby II

Clerk of the Court

12 SE 1st Street

Gainesville, FL 32602

Attn: Finance and Accounting

dmw@alachuaclerk.org

And to:

Procurement Division

12 SE 1st Street

Gainesville, Florida 32601

Attn: Contracts

acpur@alachuacounty.us

9. Default and Termination.

9.1. The failure of the Professional to comply with any provision of this Agreement will place the Professional in default. Prior to terminating the Agreement, the County will notify the Professional in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Professional seven (7) days to cure the default. The (Title) Manager is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the County Manager is authorized to provide final termination notice on behalf of the County to the Professional.

9.2. The County may also terminate the Agreement without cause by providing written notice to the Professional. The County Manager is authorized to provide written notice of termination on behalf of the County. Upon such notice, Professional will immediately discontinue all services affected (unless the notice directs otherwise); and, deliver to the County all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Professional in performing this Agreement, whether completed or in process. In the event of such termination for convenience, Professional recovery against County shall be limited to that portion of the Agreement amount earned through the date of termination, but Professional shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed.

9.3. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four hours' notice in writing to the Professional. The County will be the final authority as to the availability of funds. The County will pay the Professional for all work completed prior to any notice of termination.

6.2. [Sample Professional Services Agreement/Contract Cont'd](#)

10. Project Records.

10.1. General Provisions:

10.1.1. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public Records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per §119.011(12), Florida Statutes, or as otherwise provided by law.

10.1.2. In accordance with §119.0701, Florida Statutes, the Professional, when acting on behalf of the County, as provided under 119.011(2), Florida Statutes, shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Professional shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

10.1.3. Professional shall 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 this Agreement and following completion of this Agreement if the Professional does not transfer the records to the County.

10.2. Confidential Information:

10.2.1. During the term of this Agreement, the Professional may claim that some, or all of Professional's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as

“Confidential Information”), is, or has been treated as confidential and proprietary by Professional in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Professional shall clearly identify and mark Confidential Information as “Confidential Information” or “CI” and the County shall use reasonable efforts to maintain the confidentiality of the information properly identified by the Professional.

10.2.2. The County shall promptly notify the Professional in writing of any request received by the County for disclosure of Professional’s Confidential Information and the Professional may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Professional shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Professional shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Professional’s sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Professional shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Professional releases County from claims or damages related to disclosure by County

10.3. Project Completion: Upon completion of, or in the event this Agreement is terminated, the Professional, when acting on behalf of the County, as provided under §119.011(2), Florida Statutes, shall transfer, at no cost, to the County all public records in possession of the Professional or keep and maintain public records required by the County to perform the service. If the Professional transfers all public records to the County upon completion or termination of the agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Professional keeps and maintains public records upon the completion or termination of the agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the County, upon request from the County’s custodian of public records, in a format that is compatible with the information technology systems of the County.

10.4. Compliance:

10.4.1. If the Professional does not comply with the County’s request for records, the County shall enforce the contract provisions in accordance with the Agreement.

10.4.2. A Professional who fails to provide the public records to the County within a reasonable time may be subject to penalties under s.119.10

IF THE PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROFESSIONAL’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY REPRESENTATIVE AT E-MAIL: publicrecordsrequest@alachuacounty.us; PHONE: (352) 384-3132; ADDRESS: 12 SE 1ST STREET, GAINESVILLE, FL 32601

11. Ownership of Deliverables. All project deliverables and documents are the sole property of the County and may be used by the County for any purpose.

12. Insurance. The Professional will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in Exhibit 4. A copy of a current

Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as Exhibit 4-A.

13. Permits. The Professional will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

14. Laws & Regulations. The Professional will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. The Professional is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If the Professional is not familiar with state and local laws, ordinances, code rules and regulations, the Professional remains liable for any violation and all subsequent damages or fines.

15. Indemnification

15.1. The Professional agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The Professional further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if their (claims, etc.) are groundless, false, or fraudulent. Professional agrees that indemnification of the County shall extend to any and all work performed by the Professional, its sub-Professionals, employees, agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Professional's insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Professional.

15.2. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes.

OR: IF FOR ARCHITECTURAL, ENGINEERING OR SURVEYING AND MAPPING SERVICES

15.2. The Professional agrees to indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Professional and other persons employed or utilized by the Design Professional in the performance of the Agreement. Professional agrees that indemnification of the County shall extend to

any and all work performed by the Professional, its subcontractors, employees, agents, servants or assigns.

15.3. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes.

16. Standard of Care. The services of the Professional shall be performed with the skill and care which would be exercised by a qualified professional performing similar services at the time and place such services are performed. If the failure to meet these standards results in deficiencies in the substandard architectural or engineering design, the Professional shall furnish, at his own cost and expense, the redesign necessary to correct such deficiencies, and shall be responsible for any and all consequential damages arising from those deficiencies.

17. Assignment of Interest. Neither party will assign or transfer any interest in this Agreement without prior written consent of the other party.

18. Successors and Assigns. The County and Professional each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

19. Independent Professional or Consultant. In the performance of this Agreement, the Professional is acting in the capacity of an independent Professional or Consultant and not as an agent, employee, partner, joint venturer, or associate of the County. The Professional is solely responsible for the means, method, technique, sequence, and procedure utilized by the Professional in the full performance of the Agreement.

20. Collusion. By signing this Agreement, the Professional declares that this Agreement is made without any previous understanding, Agreement, or connections with any persons, professionals or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

21. Conflict of Interest. The Professional warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Professional shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

22. Prohibition Against Contingent Fees. As required by §287.055(6), Florida Statutes, the Professional warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Professional 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 Professional any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

23. Third Party Beneficiaries. This Agreement does not create any relationship with, or any rights in favor of, any third party.

24. Severability and Ambiguity. It is understood and agreed by the Parties to this Agreement that if any of the provisions of the Agreement shall contravene, or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. In the event an ambiguity or question of intent

or interpretation arises, this Agreement shall be construed as if jointly drafted by the Parties and no presumption, inference, or burden of proof shall arise favoring or disfavoring a Party by virtue or authorship of any or all of the Agreement's provisions. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professions, including legal professionals, in the review and execution of this Agreement.

25. Non Waiver. The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

26. Governing Law and Venue. The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. Sole and exclusive venue for all actions arising under this Agreement shall be in Alachua County.

27. Attachments. All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

28. Amendments. The Parties may amend this Agreement only by mutual written agreement of the Parties.

29. Captions and Section Headings. Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

30. Counterparts. This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via fax or email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the Parties to the terms hereof.

31. Construction. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is recognized that both Parties have substantially contributed to the preparation of this Agreement.

32. Electronic Signatures. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute this Agreement and shall provide the Professional with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

33. Entire Agreement. This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations.

34. U.S. Department of Homeland Security E-Verify System

34.1. The Professional shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Professional during the term of the agreement. The E-Verify system is located at <https://www.uscis.gov/E-Verify>.

34.2. The Professional shall expressly require any subcontractors performing work or providing services pursuant to the County's agreement to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the agreement. The E-Verify system is located at <https://www.uscis.gov/E-Verify>.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By:

_____, Chair

Board of County Commissioners

Date: _____

IF CONTRACT IS LESS THAN \$50,000 CAN BE SIGNED BY COUNTY MANAGER

ATTEST APPROVED AS TO FORM

J.K. "Jess" Irby, Esq., Clerk Alachua County Attorney's Office

(SEAL)

IF SIGNED BY COUNTY MANAGER

CLERK DOES NOT ATTEST AND

SIGNATURE BLOCK IS REMOVED

PROFESSIONAL

By:

Print:

Title:

Date: _____

IF THE PROFESSIONAL IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

Exhibit 1: Scope of Services

Exhibit 2: Duties of the County

Exhibit 3: Method of Additional Compensation

Exhibit 4: Insurance Requirements

Exhibit 4-A: Certificate of Insurance

Exhibit 5: Certification of Meeting Alachua County Wage Ordinance

The undersigned certifies that all employees, contracted and subcontracted, completing services as part of this Agreement are paid, and will continue to be paid, in accordance with Chapter 22, Article III of the Alachua County Code of Ordinance (“Wage Ordinance”).

(Company Name)

(Address)

(City, State, Zip Code)

(Phone)

(Email Address)

Project Description: (Contact Title); (Description)

PROFESSIONAL

By:

Print:

Title:

Date: _____

INCORPORATED OR ARE OTHERWISE NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS. IF A NATURAL PERSON, THEN YOUR SIGNATURE SHOULD BE NOTARIZED.

7. PROPOSED REQUIREMENTS AND ORGANIZATION

Proposals must be submitted setting forth the information called for below in the format required. Each proposal should contain the following:

7.1. Letter of Interest

Consultants should include a letter indicating the Consultant's interest in and knowledge of the project and willingness to provide the services.

7.2. Project Understanding and Approach

This section should include a narrative necessary to show that the Consultant has an understanding of the scope and objectives to be performed in this project. The Consultant should describe the approach to the provision of services as required herein and the specific work plan to be employed to implement it. Indicate how this project will fit into the total workload of the Consultant during the project period.

7.3. Consultant's Qualifications and Staff

Identify the manager and key staff who would be directly assigned to this project. Provide resumes to include years of experience within the area of specialty, length of service with the Consultant and knowledge of local government.

- Summary of the Consultant's current workload and ability to satisfy the County requirements.
- A brief statement shall be included, on the Consultant's background, organization and size.
- The one person designated to act as primary liaison between the Consultant and the County. In addition, an alternate must be designated to act in the temporary absence of the primary liaison.
- If any services are to be subcontracted, then those Consultants must be identified. Qualifications of any sub-consultant(s) and resumes of the individual(s) assigned to the projects are to be furnished as part of the submittal.
- Consultants shall demonstrate experience in the scope of services required herein. Describe in detail any prior experience.

7.4. Ability of Consultant's Professional Personnel

Resumes of the key staff support the firm's Competency in doing this type of work and key staff includes the Project Manager, and other project team professionals.

The firm has done this type of work in the past.

The company or key staff have recently done this type of work for the County, the State, or for local government in the past.

7.5. [Ability to Meet Time and Budget Requirements](#)

The level of key staffing and their percentage of involvement, the use of subcontractors (if any), office location, and/or information contained in the transmittal letter and proposal indicate that the firm will, or will not, meet time and budget requirement.

7.6. [Effect of Project Team Location on Project Responses](#)

Procurement provides points to local firms ([Instruction to Proposers](#)) who have an established local presence and staff that will be directly involved in the project.

8. REQUEST FOR PROPOSAL SELECTION PROCEDURES

The Consultant selected to provide the services described herein will be selected from the qualified Consultants submitting responses to this request for proposal. The selection process will be as follows:

8.1. Contact with Members of the Professional Services Evaluation Committee

To ensure fair consideration for all Consultants, the County prohibits communication to or with any department, employee, elected official, or anyone evaluating or considering the proposals during the submission process, except as provided in Section A. Additionally, the County prohibits communications initiated by a Consultant to any department, employee, elected official, or anyone evaluating or considering the proposals prior to the time an award decision has been made.

- A. Any communication between Consultant and the County will be initiated by the County's Procurement Division in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Communications initiated by a Consultant to anyone other than the appropriate Procurement Representative may be grounds for disqualifying the offending Consultant from consideration of award of the proposal being evaluated and/or any future proposal.
- B. It will be the responsibility of the Consultant to contact the County's Division of Procurement prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda and to return executed addenda with the proposal.

8.2. RFP Submittals

Proposals will be distributed to the county approved evaluation committee for a thorough review, evaluation and final ranking recommendation to the Board of County Commissioners (BoCC).

8.3. RFP Evaluation Committee

The Evaluation Committee will evaluate the Technical Qualifications and Written Qualifications for each submittal in accordance with the evaluation criteria identified in [Proposed Requirements and Organization](#) and [Evaluation Phases](#).

In a Public Meeting, officiated by Procurement, the Committee discusses issues appropriate to the scoring. Members do not have to agree on exact scores, but each member's score shall be justified, whether zero, high or low.

Depending on the complexity of the solicitation, additional meetings may be required, up to and including oral presentations. Oral presentations shall be made at no cost to Alachua County. During oral presentations the Consultant shall further detail their qualifications, approach to the project and ability to furnish the required services.

8.4. RFP Contract Negotiation

The County will negotiate a contract with any, all, or none of the consultants in order of the Final Ranking.

9. EVALUATION PHASES

The evaluation committee will evaluate the proposals as follows:

The Technical and Written Qualifications will assess each responding Consultant's ability based on experience and qualifications of key staff members, the Consultant's capability of meeting time and budget requirements, whether a Consultant is a certified Small Business Enterprise, location points, volume of work to the County, and the Consultant's record with regard to this type of work, particularly in the County or in Florida.

The Evaluation Committee will assess how effectively the requirements of the scope of services have been addressed. The written proposal should identify a project manager and other key members of the project team and the proposed project schedule. It should relate the capabilities of the project team to the requirements of the scope of services.

The Evaluation Committee will not be impressed with excessive boilerplate, excessive numbers of resumes, excessive length of resumes, excessive numbers of photographs, work that distant offices have performed, excessive participation by "business development" personnel, and the use of "professional" presenters who will not be involved in the project or future presentations, or work not involving personnel to be assigned to the proposed project..

Oral (Optional) presentation should address both the technical qualifications of the Consultant and their approach to the project.

Importance is given to the Consultant's understanding of the project, the placement of emphasis on various work tasks, and response to questions. The Evaluation Committee will assess the project manager's capability and understanding of the project and their ability to communicate ideas. The role of key members of the project team should be established based on the scope of services and the Consultant's approach to the project. The role of any subcontracted Consultant in the proposal should be clearly identified.

Unique experience and exceptional qualifications may be considered with emphasis on understanding of the project, particularly "why it is to be done" as well as "what is to be done."

9.1. Technical and Written Qualifications

No.	Evaluation Criteria	Scoring Method	Weight (Points)
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1.	Ability of Professional Personnel	Points Based	50 <i>(25% of Total)</i>
	<p>A. Resumes of the key staff support the firm's Competency in doing this type of work? Key staff includes the Project Manager, and other project team professionals.</p> <p>B. Has the firm done this type of work in the past?</p> <p>C. Is any of this work to be subcontracted? If so, what are the abilities of the firm(s) to be subcontracted?</p> <p>D. Based on questions above, award points as follows:</p> <ol style="list-style-type: none"> 1. 21-30 points - Exceptional Experience 2. 11-20 points - Average Experience 3. 0-10 points - Minimal Experience <p>E. Has the company or key staff recently done this type of work for the County, the State, or for local government in the past?</p> <ol style="list-style-type: none"> 1. If the work was acceptable, award up to ten (10) points. 2. If the firm has not done this type of work, award zero (0) points. 3. If the work was unacceptable, deduct up to ten (10) points and note why. <p>F. Are there factors, such as unique abilities, which would make a noticeable (positive) impact on the project?</p> <ol style="list-style-type: none"> 1. If the answer is yes, award from one (1) to ten (10) points and note reasons. 2. If the answer is no, award zero (0) points. 		

2.	<p>Capability to Meet Time and Budget Requirements</p> <p>A. Does the level of key staffing and their percentage of involvement, the use of subcontractors (if any), office location, and/or information contained in the transmittal letter indicate that the firm will, or will not, meet time and budget requirements?</p> <p>B. To your knowledge, has the firm met or had trouble meeting time and budget requirements on similar projects?</p> <p>C. Have proof of insurability and other measures of financial stability been provided?</p> <p>D. Are time schedules reasonable?</p> <p>E. Current Workload.</p> <p>F. This factor is designed to determine how busy a firm is by comparing all Florida work against Florida personnel.</p>	Points Based	20 <i>(10% of Total)</i>
3.	<p>Location</p> <p>Points Provided by Procurement.</p>	Points Based	10 <i>(5% of Total)</i>
4.	<p>Small Business Enterprise Participation (SBE)</p> <p>Points Provided by Procurement.</p>	Points Based	15 <i>(7.5% of Total)</i>
5.	<p>Volume of Previous Work (VOW) awarded by the County</p> <p>Points Provided by Procurement.</p>	Points Based	5 <i>(2.5% of Total)</i>
6.	<p>Written - Understanding of Project</p> <p>A. Did the proposal indicate a thorough understanding of the project?</p> <p>B. Is the appropriate emphasis placed on the various work tasks?</p>	Points Based	25 <i>(12.5% of Total)</i>

7.	<p>Written - Project Approach</p> <p>A. Did the firm develop a workable approach to the project?</p> <p>B. Does the proposal specifically address the County's needs or is it "generic" in content?</p>	Points Based	25 <i>(12.5% of Total)</i>
8.	<p>Written - Project Manager</p> <p>A. Does the project manager have experience with projects comparable in size and scope?</p> <p>B. Does the Project Manager have a stable job history? Has he/she been with the firm long, or have there been frequent job changes?</p>	Points Based	10 <i>(5% of Total)</i>
9.	<p>Written - Project Team</p> <p>A. Was a project team identified?</p> <p>B. Is the team makeup appropriate for the project?</p> <p>C. Do the team members have experience with comparable projects?</p> <p>D. Are there any sub contracted firms involved? Will this enhance the project team?</p> <p>E. Are the hours assigned to the various team members for each task appropriate?</p>	Points Based	20 <i>(10% of Total)</i>
10.	<p>Written - Project Schedule</p> <p>A. Is the proposed schedule reasonable based on quantity of personnel assigned to the project?</p> <p>B. Are individual tasks staged properly and in proper sequence?</p>	Points Based	10 <i>(5% of Total)</i>

11.	<p>Written - Proposal Organization</p> <p>A. Was proposal organization per the RFP?</p> <p>B. Was all required paperwork submitted and completed appropriately?</p> <p>C. Did the proposal contain an excessive amount of generic boilerplate, resumes, pages per resume, photographs, etc.?</p>	Points Based	10 <i>(5% of Total)</i>
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9.2. Oral Presentation (Optional)

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p>Understanding of Project</p> <p>A. Did the presentation indicate a thorough understanding of the project? Is the appropriate emphasis placed on the various work tasks?</p> <p>B. Was the presentation more specific to the County's project or a "generic" presentation?</p> <p>C. Did the firm develop a workable approach to the project?</p>	Points Based	50 <i>(25% of Total)</i>
2.	<p>Responsiveness to Questions</p> <p>A. Were questions answered directly or evasively?</p> <p>B. Were answers to questions clear and concise or scrambled and verbose?</p>	Points Based	40 <i>(20% of Total)</i>
3.	<p>Project Team</p> <p>A. Did the project team participate?</p> <p>B. Was project team plan of action presented and how specifically did it address the project?</p> <p>C. Was there participation from any subcontracted firms? What was the impact of their participation?</p>	Points Based	50 <i>(25% of Total)</i>

4.	<p>Project Manager</p> <p>A. Does the project manager have experience with responsibility for projects of comparable size and scope? Did he/she have a good understanding of this project?</p> <p>B. Did the project manager participate in the presentation? How effectively did he/she communicate ideas and respond to questions?</p>	Points Based	50 <i>(25% of Total)</i>
5.	<p>Other</p> <p>A. Award additional points for unique experience or abilities; organization of approach; understanding of "why it is to be done", as well as, "what is to be done," etc. Do not award points for excessive boilerplate, excessive participation by "business development", and use of "professional" presenters.</p> <p>B. The Other Factors to be considered, but not limited to, are those items, such as Small Business Enterprise status, past performance, and previous amount of work for Alachua County. Fee proposals, when requested and deemed appropriate, are also to be considered in the evaluation process, where the request for such fees is in accordance with the County's Procurement Code.</p>	Points Based	10 <i>(5% of Total)</i>

10. SUBMITTALS

10.1. Corporate Resolution Granting Signature*

The response must be submitted by an officer of the business who is legally authorized to enter into a contractual relationship in the name of the bidder. An authorized representative who is not an officer may sign the proposal, but must attach or upon request provide a corporate resolution granting authorization to the representative to execute on behalf of the business. Are you authorized to submit this RFP?

Please confirm

*Response required

10.2. Acknowledge that you have reviewed all Addendum(s) issued with this solicitation.*

Please confirm

*Response required

10.3. Public Record Trade Secret or Proprietary Confidential Business Information Exemption Request*

As a bidder or proposer, any document you submit to Alachua County may be a public record and be open for personal inspection or copying by any person. In Florida ‘public records’ are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011, F.S. A document is subject to personal inspection and copying unless it falls under one of the public records exemptions created under Florida law. Please designate what portion of your bid or proposal, if any, qualifies to be exempt from inspection and copying.

Answer NO if:

NO PART OF YOUR PROPOSAL IS EXEMPTION FROM PUBLIC RECORDS LAW

No part of the bid or proposal submitted is exempt from disclosure under the Florida public records law, Ch. 119, F.S.

Answer Yes if:

ALL OR PART OF YOUR PROPOSAL IS CLAIMED BY YOU TO BE EXEMPT FROM PUBLIC RECORDS LAW AND YOU AGREEMENT TO INDEMNIFY AND DEFEND ALACHUA COUNTY

The following parts of the bid or proposal submitted are exempt from disclosure under the Florida public records law because: (list exempt parts and legal justification - e.g., trade secret):

By claiming that all or part of the bid or proposal is exempt from the public records law, the undersigned bidder or proposer agrees to protect, defend, indemnify and hold the County, its officers, employees and agents free and harmless from and against any and all claims arising out of a request to inspector copy the bid or proposal. The undersigned bidder or proposer agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent.

Yes

No

*Response required

[10.4. Public Record Trade Secret or Proprietary Confidential Business Information Exemption Request*](#)

If you claimed no (i.e., you do not claim an exemption) answer N/A here.

If you claimed yes, (i.e., you do claim an exemption), explain which part/s are exempt below:

I CLAIM THAT THAT THE FOLLOWING PARTS OF MY PROPOSAL ARE EXEMPT FROM PUBLIC RECORDS LAW AND AGREEMENT TO INDEMNIFY AND DEFEND ALACHUA COUNTY

The following parts of the bid or proposal submitted are exempt from disclosure under the Florida public records law because: (list exempt parts and legal justification - e.g., trade secret):

By claiming that all or part of the bid or proposal is exempt from the public records law, the undersigned bidder or proposer agrees to protect, defend, indemnify and hold the County, its officers, employees and agents free and harmless from and against any and all claims arising out of a request to inspector copy the bid or proposal. The undersigned bidder or proposer agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent.

*Response required

[10.5. Public Record Trade Secret or Proprietary Confidential Business Information Exemption Request](#)

If you claimed yes on you do have a Proprietary Exemption, attach the exempt files here.

If you choose no, move to the next question.

[10.6. SBE Option 1: SBE Proposer*](#)

The Consultant is an Alachua County Certified Small Business Enterprise

If you select "Yes", answer No on SBE Options 2,3,4 and N/A on SBE Option 5.

If you select "No" move to SBE Option 2.

Procurement will award a Consultant 15 Technical Points if the Consultant is a certified SBE (per Alachua County's current SBE registry at the time set for receipt of submittals) and at least 51% of the job will be performed by the Consultant.

Yes

No

*Response required

10.7. SBE Option 2: 30% SBE Proposer Participation*

The Consultant commits to using 30% SBE Participation in Subcontracted work.

If you select "Yes", answer No on SBE Options 1,3,4 and N/A on SBE Option 5.

If you select "No" move to SBE Option 3.

Procurement will award a Consultant 10 Technical Points who commits to meet or exceed the percentage participation goal of 30% as established by the Procurement and Equal Opportunity Office.

Yes

No

*Response required

10.8. SBE Option 3: 15% - 29% SBE Prosper Participation*

The Consultant commits to using 15% - 29% SBE Participation in Subcontracted work.

If you select "Yes", answer No on SBE Options 1,2,4 and N/A on SBE Option 5.

If you select "No" move to SBE Option 4.

Procurement will award a Consultant 5 Technical Points who commits to meet the percentage participation goal of 15% - 29% as established by the Procurement and Equal Opportunity Office.

Yes

No

*Response required

10.9. SBE Option 4: No Subcontractors*

The Consultant will perform ALL work and that no subcontractors will be utilized for this proposal.

If you select "Yes", answer No on SBE Options 1,2,3 and N/A on SBE Option 5.

If you select "No" move to SBE Option 5.

A Consultant will not receive Technical Points if all work is to be performed by the Consultant and no SBE subcontractors will be utilized for this proposal.

Yes

No

*Response required

10.10. Option 5: Consultant SBE Good Faith Effort.*

If you selected "NO" on SBE Options 1,2,3 and 4, complete SBE Option 5.

A Consultant will not receive Technical Points if all work is to be performed by the Consultant and subcontractors are Non-SBE vendors. The consultant should complete a Option 5 to demonstrate a good faith effort to utilize SBE subcontractors.

- If options 1, 2, 3, or 4 were not chosen, the Consultant should complete Option 5 substantiating compliance with good faith effort requirements.

In accordance with Article 11, of the Alachua County Procurement Code, I have solicited and received responses from the following Alachua County certified SBE companies. (The SBE vendor's response should be recorded in the section below.)

Name of SBE Vendor Contacted: _____

Date SBE was Contacted: _____

SBE Contact Name: _____

Phone #: _____

SBE Response when contacted: _____

*Response required

10.11. Alachua County Government Minimum Wage*

Select which option that apply:

Employees involved with Alachua County projects are paid a minimum of \$15.00 hourly or the current prevailing wage and are provided health benefits.

Employees involved with Alachua County projects are paid a minimum of \$17.00 hourly or the current prevailing wage but are not provided health benefits

Employees are not paid Alachua County's Government Minimum Wage

*Response required

10.12. Drug Free Workplace*

In accordance with §287.087, Florida Statute

Do you certify that you meet the following:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Yes

No

*Response required

[10.13.State Compliance*](#)

All corporations, LLCs, limited and general partnerships, LLPs and LLLPs wishing to do business within the County must register with the Florida Department of State at the following web site:

<http://www.sunbiz.org/>. This registration is renewed annually. Failure to register with the Florida Department of State may result in the bid being determined as non-responsive.

Yes

No

*Response required

[10.14.Vendor Eligibility*](#)

Confirm that the submitting entity or affiliate has not been placed on any of the list's below:

Convicted Vendor List

Suspended Vendor List

Discriminatory Vendor List

Scrutinized List of Prohibited Companies

Federal Excluded Parties List

Please confirm

*Response required

10.15. List all subcontractor's being utilized on this BID, (NON-SBE) IF no sub contractor are being utilized respond N/A*

Name of Contractor: _____

Address: _____

Scope of Work to be Performed: _____

*Response required

10.16. Responsible Agent Designation*

The Contractor shall designate a responsible agent and alternate as necessary, for all dealings, communications, or notices or contracts between the Entities and the contractor by completing and returning this Responsible Agent Form. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the contractor.

RESPONSIBLE AGENT: _____

ADDRESS: _____

PHONE NO.: _____

EMAIL ADDRESS: _____

ALTERNATE RESPONSIBLE AGENT: _____

ADDRESS: _____

PHONE NO: _____

EMAIL ADDRESS: _____

*Response required

10.17. Conflict of Interest*

The bidder certifies that to the best of his knowledge or belief, no elected/appointed official or employee of the County is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order. (Select yes, if there is no conflict of interest)

Please confirm

*Response required

[10.18. Request for Proposal Submittal Documentation*](#)

Upload your Request for Proposal documentation with all required information and applicable documents. Upload your request for proposal in PDF Format in this section for review.

*Response required

[10.19. You have reviewed and completed all the required submittal requirements..*](#)

Please confirm

*Response required