

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS



REQUEST FOR PROPOSALS
RFP #16-62

Annual Staffing Services for Solid Waste Materials Recovery Center

RFP Submittal Deadline:
2:00 pm, Wednesday, December 9, 2015

Any response received after the above submittal deadline will not be considered.

Alachua County Purchasing Division, Third Floor
County Administration Building
12 SE 1st Street
Gainesville, Florida 32601-6983
(352) 374-5202 (PHONE)
(352) 491-4569 (FAX)

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ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS
REQUEST FOR PROPOSALS #16-62

FOR THE PROVISION OF ANNUAL STAFFING SERVICES FOR SOLID WASTE MATERIALS RECOVERY CENTER

1.0 **GENERAL PROVISIONS**

1.1 **Purpose**

Alachua County Board of County Commissioners is seeking proposals from licensed professionals (hereinafter, referred to as Consultants) for the provision of **Annual Staffing Services for Solid Waste Materials Recovery Center** for the benefit of **Waste Management/Materials Recovery Center (MRF)**.

The following apply to this request for proposal: General Provisions (Section 1.0), Background Information (Section 2.0), Scope of Services (Section 3.0), County Selection Procedures (Section 4.0), Proposal Requirements and Organization (5.0) Selection and Evaluation Criteria (Section 6.0), Professional Responsibility (Section 7.0), General Terms and Conditions (Section 8.0), Exhibits: Certified Small Business Enterprise Points Request Form, Volume of Previous Work Summary Form, Statement of No Proposal, Drug Free Workplace Form, Fee Proposal Form/Signature and Acknowledgement of Addendum Form , Proposed Sub consultants Form, and Good Faith Effort Requirements.

1.2 **Proposal Submission**

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.

All printed and photocopied documents related to the submission of this RFP and fulfillment of any resulting contract shall be double-sided and printed on recycled paper with a **minimum of 30% post-consumer content**.

Consultants desiring to provide services as described herein shall submit proposals as follows:

- an original submittal;
- an *electronic copy (pdf format)*; and
- 8 (*eight*) submittal copies

NOTE: If you believe that any portion of your response is exempt from disclosure as a public record, that exempt material must be submitted in a separate envelope with the required 8 copies and a separate electronic file. This envelope must be clearly identified as "PUBLIC RECORDS EXEMPT," per **Section 1.10 Proprietary Information**.

All proposals must be submitted in a sealed envelope with a label on the outside, "**16-62: Annual Staffing Services for Solid Waste Materials Recovery Center,**" and deliver not later than **2:00 pm, Wednesday, December 9, 2015**, to the attention of:

HAND DELIVER OR MAILED TO:
Alachua County Purchasing Division, Third Floor
County Administration Building
12 SE 1st Street
Gainesville, Florida 32601-6983

LATE PROPOSALS WILL NOT BE CONSIDERED.

Upon submission, all proposals become the property of the 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 cost for development of the written proposal and the oral presentation are entirely the obligation of the Consultant and shall not be chargeable in any manner to Alachua County.

1.3 **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.

1.4 **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.

1.5 **Proposal Withdrawal**

Any Consultant may withdraw his proposal by telegraphic, fax or written request at any time prior to the scheduled closing time for receipt of proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the County the services as set forth in Section 3.0, Scope of Services, or until one or more of the proposals has been awarded.

1.6 **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.

1.7 **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.

1.8 **Inquiries/Questions**

After thoroughly reading this Request for Proposals and Exhibits, Consultants may direct questions, in writing only, to:

Mandy Mullins
Alachua County Purchasing Division, Third Floor
County Administration Building
12 SE 1st Street
Gainesville, Florida 32601-6983
(352)374-5202 (Phone)
(352)491-4569 (Fax)
Email: mmmullins@alachuacounty.us

1.8.1 Any Consultant in doubt as to the true meaning of any part of the Request for Proposal or related documents may submit a written request to Mandy Mullins, at the address indicated above, at least ten (10) days prior to closing date set for receipt of proposals to be considered for a response. Any interpretation to a Consultant will be made only by addendum duly issued, and a copy of such addendum will be posted to **Demandstar.com**. **Oral answers will not be authoritative.**

1.9 **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 1.9.1. 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.

- 1.9.1 Any communication between Consultant and the County will be initiated by the County's Purchasing 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 Purchasing Representative may be grounds for disqualifying the offending Consultant from consideration of award of the proposal being evaluated and/or any future proposal.
- 1.9.2 It will be the responsibility of the Consultant to contact the County's Purchasing Division 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.

1.10 **Proprietary Information**

Responses to this Request for Proposals upon 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 confidential or proprietary, or 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 designated as exempt from Chapter 119 must be submitted in a separate envelope, clearly identified as "PUBLIC RECORDS EXEMPT" with your name and the proposal number marked on the outside. Furthermore, you must complete **EXHIBIT G, PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION**.

- 1.10.1 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 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.

1.11 **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.

1.12 **Small Business Enterprise Program Participation – MANDATORY**

- 1.12.1 SBE Vendor is a vendor that is certified by the Alachua County Equal Opportunity Division prior to the proposal opening.
- 1.12.2 The SBE Program Participation Form, **EXHIBIT B**, must be completed for your proposal to be considered responsive.
- 1.12.3 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.
- 1.12.4 The County will award a preference in evaluation points to certified SBE or contractors that meet the SBE participation goal in its RFP response.
- 1.12.5 SBE preference does not apply to contracts that are reserved in accordance with Section 22.34, Alachua County Code 06-28, in which the County reserved contracts for bidding only by SBEs. SBE bid preferences will not be combined.
- 1.12.6 **Proposed Subcontractors Requirements**
 - 1.12.6.1 Contractors submitting proposals under this solicitation are to identify, on the SBE Program Participation Form, the intended SBE subcontractors and the **estimated percentage of total dollar amount(s) as well as the total dollar amount(s)** of the contract to be awarded to SBE firms, **EXHIBIT B, Option 3**.
 - 1.12.6.2 If SBE subcontractors are **not available** for the bid/RFP you **must complete** a Good Faith Effort Form, **EXHIBIT B, Option 4**.

1.12.7 Good Faith Effort Requirements

1.12.7.1 In accordance with Section 22.36, Alachua County Code 06-28, every competitive bid or proposal, if not submitted by a certified Small Business Enterprise (SBE), must demonstrate good faith efforts to utilize SBE as subcontractors **to be considered responsive**. The Equal Opportunity Division maintains a directory of certified SBE's. The Alachua County Small Business Enterprise Directory is available at: <http://smallbusdir.alachuacounty.us/>

1.12.7.2 The Equal Opportunity Division shall determine what constitutes a "good faith effort" for purposes of contractor compliance with contractual requirements relating to the use of services or commodities of a certified SBE's, under Section 22.36, Alachua County Code 06-28. The following factors shall be considered in making such determination:

1.12.7.2.1 Whether the Contractor contacted SBEs listed in the Alachua County Small Business Enterprise Directory concerning contracting opportunities and provided them with adequate information about the plans, specifications and requirements of the contract.

1.12.7.2.2 Whether the Contractor negotiated in good faith with interested SBEs, not rejecting them as unqualified without sound reasons based on a thorough review of their capabilities.

1.12.7.2.3 Whether the Contractor selected portions of the work to be performed by SBEs in order to increase the likelihood of meeting the 15% participation goal, including breaking the contract down into economically-feasible units.

1.12.7.2.4 The Contractor will be expected to furnish documents substantiating compliance with good faith effort requirements, **EXHIBIT B**.

1.12.8 RFPs Certified Small Business Enterprise Points Request Requirements

1.12.8.1 The Technical Qualifications Evaluation phase of the Professional Services Evaluation Process assesses whether a Consultant is a certified Small Business Enterprise (SBE) and provides for the allocation of points when the Consultant includes in its submittal a request for points allowed for Alachua County's Certified SBEs' participation in accordance with the options listed in **EXHIBIT C** and provides the necessary documentation to substantiate such request.

1.12.8.2 Vendors shall complete the Certified Small Business Enterprise Points Request Form for RFPs, **EXHIBIT C**.

1.13 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.

1.14 Drug Free Workplace

Section 22.09 Competitive Sealed Bidding of the Alachua County Purchasing Code states that in the evaluation of bids, all factors in the bidding process being equal, both as to dollar amount and ability to perform, priority will be given, first, to those vendors certifying a drug-free workplace **EXHIBIT F**, secondly to certified Small Business Enterprises (SBEs) bidders.

1.15 Workplace Violence

Employees of bidders (or responders for RFP'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 bidder's employee.

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

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

2.0 **BACKGROUND INFORMATION**

2.1 **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 243,000. The County itself consists of a total area of 969 square miles.

2.2 **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: the Supervisor of Elections, the Sheriff, and the Clerk of the Court, the Tax Collector, and the Property Appraiser. There is also a County Attorney reporting to the Board.

3.0 **SCOPE OF SERVICES**

The services requested, herein, are for **Annual Staffing Services for Solid Waste Materials Recovery Center**. This proposal will be for a period based on the date of the fully executed contract and continuing through **September 30, 2017** with an option by the County to renew for two (2) additional two (2) periods.

3.1 **General Requirements:**

The Vendor selected will provide the following services, including but not limited to:

- 3.1.1 Assign a dedicated Account Manager to Alachua County.
- 3.1.2 Provide service seven (7) days a week, regardless of shift time.
- 3.1.3 Recruit, screen (to include e-verify), interview and assign its employees to perform the work and duties specified by Alachua County.
- 3.1.4 Service requires adequate amount of employees to sort recyclable materials (Plastics, Aluminum Cans, Steel Cans, Gable Tops, Newspaper, Cardboard, Out Throws, Glass and etc) and perform other duties as needed.
- 3.1.5 Must provide employees to operate equipment.
- 3.1.6 Pay assigned employees' wages based on the recorded times authorized and provided by Alachua County. Provide a weekly consolidated invoice to Alachua County.
- 3.1.7 At Alachua County's request, provide criminal back ground check and drug screening as permitted by law.
- 3.1.8 Offer assigned employees a Health and Benefits Plan in compliance with the "Affordable Care Act" (ACA) to include, but is not limited to: Medical, Dental, Vision, Term Life and Short-Term Disability Insurance. Employees must meet the specific requirements to obtain and retain these benefits.
- 3.1.9 Pay, withhold, and transmit all Federal and State mandatory payroll taxes; provide unemployment insurance and workers compensation benefits.
- 3.1.10 Provide Personal Protective Equipment (PPE) as required by Alachua County. (Safety Toe work boots, Safety Glasses, Hearing Protection, dust masks, Needle Resistant Gloves, Regular Work Gloves, Kevlar Sleeve (24") and 5 Point Break Away Safety Vest (Lime Green with Reflective Stripes).
- 3.1.11 Appoint the appropriate number of assigned employees to handle daily issues and PPE checks (Making sure everyone has proper PPE equipment, making sure all assigned employees report to Alachua County on time, dressed and ready to work) with the assigned employees (Examples: Crew Leaders or Line Leaders).
- 3.1.12 Provide safety training and monthly safety meetings for assigned employees. Coordinate with Alachua County's Safety Manager.
- 3.1.13 Coordinate any minor worker compensation issues with assigned employees and Alachua County.
- 3.1.14 Coordinate any major worker compensation issues with assigned employees, Alachua County's Safety Manager and Alachua County's Human Resource Department.
- 3.1.15 Comply with all applicable Federal, State and Local employment laws and regulation; Alachua County will be held harmless from any claims or damages caused by noncompliance within any such laws.
- 3.1.16 Require assigned employees to sign agreements acknowledging that they are not entitled to holidays, vacations, disability benefits, insurance, pensions, or retirement plans, or any other benefits offered or provided by County.

4.0 **PROPOSAL REQUIREMENTS AND ORGANIZATION**

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

4.1 **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.

4.2 **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.

4.3 **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.

4.3.1 Summary of the Consultant's current workload and ability to satisfy the County requirements.

4.3.2 A brief statement shall be included, on the Consultant's background, organization and size.

4.3.3 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.

4.3.4 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.

4.3.5 Consultants shall demonstrate experience in the scope of services required herein. Describe in detail any prior experience.

4.4 **Ability of Consultant's Professional Personnel**

4.5 **Ability to Meet Time and Budget Requirements**

4.6 **Effect of Project Team Location on Project Responses**

4.7 **Appendix**

The Appendix should include the following information:

4.7.1 Fee Proposal Form/Signature and Acknowledgement of Addendum Form **EXHIBIT A**

4.7.2 Completed Small Business Enterprise Program Participation Form, if applicable **EXHIBIT B**.

4.7.3 Certified Small Business Enterprise Points Request Form **EXHIBIT C**.

4.7.4 Completed Volume of Previous Work Summary Form **EXHIBIT D**.

4.7.5 Completed Drug Free Workplace Form, if applicable **EXHIBIT F**.

4.7.6 Public Record Declaration or Claim of Exemption Form **EXHIBIT G**

4.7.7 Copy of current Alachua County Small Business Certification, where applicable.

4.7.8 A statement of the Consultant's equal opportunity policies and practices.

4.7.9 List of verifiable references, for whom the Consultant has performed these type services. List any installations performed for governmental entities. The following should be provided for each reference listed:

4.7.9.1 Name, title, address and phone number of the individual within the organization for whom the work was performed who can be contacted in regards to the project.

4.7.9.2 The name(s) of the Manager or key staff person(s) who worked on the project.

4.7.9.3 A copy of the selected Consultant's current Florida Professional Registration Certificate, if applicable.

5.0 **COUNTY 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:

5.1 **Written Submittals**

All the written submittals will be reviewed by the staff of the department requesting the services. Taking into account the Professional Qualifications and the overall written proposal, the department will then select no more than six (6) Consultants. The proposals of these Consultants will then be presented to the staff evaluation team for a thorough review and evaluation per the criteria stated in Section 6.0 of the Request for Proposal.

5.2 **The Staff Evaluation Team**

Generally made up of 3 to 5 members, is selected by the Department Head, and includes at least one member each from the user department, with other members selected as deemed appropriate. This staff evaluation team serves in an advisory capacity to the Department head, who is responsible for the final ranking and recommendation to the Board of County Commissioners.

The Staff Evaluation Team will then review the Professional Qualifications and Written Proposal. In doing so, the team will evaluate proposals in accordance with the evaluation criteria identified in Section 6.0.

5.3 **Presentation**

Upon review and evaluation, the Department Head, along with the Staff Evaluation Team, may select no more than six (6) Consultants for presentations. The Consultants shall then further detail their qualifications, approach to the project and ability to furnish the required services during oral presentations. These presentations shall be made at no cost to Alachua County. (Staff Evaluation Team has the option of waiving this phase of the process upon approval by the Purchasing Division).

5.4 **Selection and Ranking**

Department Head, along with the Staff Evaluation Team, shall then select and rank the Consultants, in order of preference, who are deemed to be the most highly qualified to perform the required services.

5.5 **Negotiation of Contract**

The County will negotiate a contract with the top ranked Consultant for the provision of these services. Should the County be unable to negotiate a satisfactory contract, negotiations will be terminated and negotiations will be initiated with the second most qualified Consultant. Should the County be unable to negotiate a satisfactory contract with the second most qualified Consultant, negotiations will be terminated and negotiations will be initiated with the third most qualified Consultant. Should the County be unable to negotiate a satisfactory contract with any of the selected Consultants, then the County may select additional Consultants from those whose Statement of Qualifications are on file in order of their competence and qualifications and continue negotiations until a satisfactory contract is reached.

6.0 **SELECTION AND EVALUATION CRITERIA**

Proposals will be evaluated in accordance with the procedures described in the County's Professional Services Evaluation Handbook. A Team composed of County staff will evaluate the proposals in four stages: Technical Qualifications Evaluation, Written Proposal Evaluation, Presentation/Interview Evaluation, and Other Factors as deemed appropriate. The County shall consider the ability of the firm's professional personnel; willingness to meet time and budget requirements; workload; location; past performance; whether a Consultant is a certified Small Business Enterprise; volume of previous work with the County; and location. The Evaluation process provides a structured means for consideration of all these areas.

6.1 **Technical Qualifications Evaluation**

The Technical Qualifications Evaluation 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, volume of work previously awarded the Consultant by the County and the Consultant's record with regard to this type of work, particularly in the County or in Florida. This stage does not involve review and evaluation of a proposal addressing the project scope of work. Consideration will be given to the Consultant's current work load, financial stability, and the location where the majority of the technical work will be produced. The Staff Evaluation Team will not be impressed with excessive amounts of boilerplate, excessive numbers of resumes, excessive length of resumes, excessive numbers of photographs, work that distant offices have performed, or work not involving personnel to be assigned to the proposed project.

6.2 **Written Proposal Evaluation**

The Written Proposal Evaluation will assess the Consultant's understanding of the proposed approach to be undertaken as addressed in a written proposal. The Staff Evaluation Team 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.

6.3 **Presentation/Interview Evaluation**

The Proposal Presentation/Interview Evaluation is based on an oral presentation to the Staff Evaluation Team that addresses both the technical qualifications of the Consultant and the 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 Staff Evaluation Team will assess the project manager's capability and understanding of the project and her/his 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." The Staff Evaluation Team will not be impressed with excessive boilerplate, excessive participation by "business development" personnel, and the use of "professional" presenters who will not be involved in the project or future presentations.

6.4 **Other factors**

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 Purchasing Code.

7.0 **PROFESSIONAL RESPONSIBILITY**

All services shall be provided with the skill and care which would be exercised by comparable qualified professionals performing similar services at the time and place such services are performed.

Individual or Consultant shall accept full responsibility for the work as described herein.

7.1 **Insurance Requirements**

The selected proposer/Consultant shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. **EXHIBIT H**

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.

7.2 **Performance Bond-Not Applicable**

A performance bond and payment bond in an amount equal to one hundred percent (100%) of the contract sum will be required of the successful bidder. No bidder may withdraw his proposal for a period of ninety (90) days after the actual date of the opening thereof.

8.0 **GENERAL 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.

8.1 **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.

8.2 **Basis for Contract Negotiation**

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

8.3 **Term of the Contract**

The contract shall be effective for the period to begin based on the date of the executed contract and continuing through **September 30, 2017** with an option by the County to renew for **two (2)** additional **two (2)** year periods.

8.4 **Reuse of Existing Plans** - Not applicable.

8.5 **Governing Law**

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

8.6 **Permits, Laws & 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.

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.

8.7 **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.

8.8 **Assignment of Interest**

Any individual or Consultant shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.

8.9 **Indemnification**

To the maximum extent permitted by Florida law, the Professional shall defend, indemnify and hold harmless the County and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement by the Professional or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Professional or anyone employed or utilized by the Professional in the performance of this Agreement.

The duty to defend under this Article is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Professional, the County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the Professional. The Professional's obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

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

8.10 **Amendments**

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

8.11 **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.

8.12 **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.

8.13 **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.

8.14 **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.

8.15 **Collusion**

8.15.1 The proposer, by affixing his signature to the Fee Proposal Form/Signature and Acknowledgement of Addendum Form **EXHIBIT A**, declares that the bid is made without any previous understanding, agreement, or connections with any persons, Consultants 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.

8.15.2 The proposer, by affixing his signature to the Fee Proposal Form/Signature and Acknowledgement of Addendum Form **EXHIBIT A**, 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 the contract.

FEE PROPOSAL FORM/SIGNATURE AND ACKNOWLEDGEMENT OF ADDENDUM FORM

RFP NUMBER: **16-62**

PROPOSAL OPENING DATE: **2:00 pm, Wednesday, December 9, 2015**

RE: **Annual Staffing Services for Solid Waste Materials Recovery Center**

PLACE OF RFP OPENING: Alachua County Purchasing Division, Third Floor
County Administration Building
12 SE 1st Street
Gainesville, Florida 32601-6983

Acknowledge Receipt of Addendum(s) (if applicable circle): #1 Yes No #2 Yes No #3 Yes No

Local Based Firms per Section 1.3, Check One Below	
<input type="checkbox"/>	I certify that my business is located in Alachua County and meets the criteria for location points as specified in Section 1.13.
<input type="checkbox"/>	I am not a local based firm in Alachua County.

Proposer: _____ Company: _____

Address: _____

Authorized Signature: _____ Title: _____

Clearly Print Name: _____

PHONE: _____ FAX: _____ DATE: _____

Email Address: _____

ATTENTION:

VENDOR

MUST

COMPLETE AND

SIGN EXHIBIT B

TO BE

CONSIDERED

RESPONSIVE

SMALL BUSINESS ENTERPRISE (SBE) PROGRAM PARTICIPATION FORM

RFP NUMBER: 16-62: Annual Staffing Services for Solid Waste Materials Recovery Center

OPTION 1: I certify that our Company is an **Alachua County Certified Small Business Enterprise (SBE)** registered prior to the RFP opening.

Circle One: **Yes (If yes, complete and sign the last page of this Exhibit)**
No (If No, proceed to *Option 2.*)

OPTION 2: I certify that our Company **will perform ALL work** and that no subcontractors will be utilized for this RFP.

Circle One: **Yes (If yes, complete and sign the last page of this Exhibit)**
No (If No, proceed to *Option 3.*)

RFP NUMBER: 16-62: Annual Staffing Services for Solid Waste Materials Recovery Center

OPTION 3: SBE Participation. I certify that our Company has contacted the **Alachua County's Certified SBEs** listed below. I state that the following information regarding SBE Subcontractors is true and correct to the best of my knowledge and belief.

Alachua County has adopted a 15% SBE participation goal and policies which encourage participation of Small Business Enterprises (SBE) in the provision of labor, time, supplies, services or construction items of any kind materials.

SBEs are located in the Alachua County Small Business Enterprise Directory, available at:

<http://smallbusdir.alachuacounty.us/>.

Subcontractor (any business entity holding a subcontract with the prime vendor) services are defined as, "a contract with another business entity that obtains labor, time, supplies, services or construction items of any kind."

Vendors submitting Proposals under this solicitation are to identify the intended SBE subcontractors. These SBEs have agreed to perform the work for **the total dollar value and percentage of the Proposal** set forth below.

If SBE subcontractors are not utilized and listed below or if option 1 or 2 was not chosen, you must proceed to *Option 4* and document your Good Faith Effort.

SBE Name of Contractor		SBE Name of Contractor	
Address		Address	
Scope of Work to be Performed		Scope of Work to be Performed	
\$ _____ % (Est \$ Value) (Est % of Total Proposal)		\$ _____ % (Esst \$ Value) (Est % of Total Proposal)	
Name of Contractor		Name of Contractor	
Address		Address	
Scope of Work to be Performed		Scope of Work to be Performed	
\$ _____ % (Est \$ Value) (Est % of Total Proposal)		\$ _____ % (Est \$ Value) (Est % of Total Proposal)	
Name of Contractor		Name of Contractor	
Address		Address	
Scope of Work to be Performed		Scope of Work to be Performed	
\$ _____ % (Est \$ Value) (Est % of Total Proposal)		\$ _____ % (Est \$ Value) (Est % of Total Proposal)	

RFP NUMBER: 16-62Annual Staffing Services for Solid Waste Materials Recovery Center

OPTION 4: SBE Good Faith Effort. To be considered responsive all Vendors must demonstrate a good faith effort to utilize SBE subcontractors. The Vendor must complete the section below substantiating compliance with good faith effort requirements.

In accordance with Section 22.36, of the Alachua County Purchasing Code, I have solicited and received responses from the following Alachua County certified SBE companies. (The SBE vendor's response MUST be recorded in the section below.)

1	Name of SBE Company:	Date SBE Contacted
SBE Contact Name: Phone:		/ /
Must be completed by. SBE Response when contacted:		
2	Name of SBE Company:	Date SBE Contacted
SBE Contact Name: Phone:		/ /
Must be completed by. SBE Response when contacted:		
3	Name of SBE Company:	Date SBE Contacted
SBE Contact Name: Phone:		/ /
Must be completed by. SBE Response when contacted:		
4	Name of SBE Company:	Date SBE Contacted
SBE Contact Name: Phone:		/ /
Must be completed by. SBE Response when contacted:		
5	Name of SBE Company:	Date SBE Contacted
SBE Contact Name: Phone:		/ /
Must be completed by. SBE Response when contacted:		
6	Name of SBE Company:	Date SBE Contacted
SBE Contact Name: Phone:		/ /
Must be completed by. SBE Response when contacted:		
7	Name of SBE Company:	Date SBE Contacted
SBE Contact Name: Phone:		/ /
Must be completed by. SBE Response when contacted:		
8	Name of SBE Company:	Date SBE Contacted
SBE Contact Name: Phone:		/ /
Must be completed by. SBE Response when contacted:		

RFP NUMBER: 16-62: Annual Staffing Services for Solid Waste Materials Recovery Center

I as the undersigned Vendor certify that I have completed one of the option(s) below (Circle One):

OPTION 1 OPTION 2 OPTION 3 OPTION 4

If you are unable to certify that, you have completed to the best of your knowledge and belief **OPTION 1, OPTION 2, OPTION 3 or OPTION 4, Call (48 hours prior to RFP opening) the Purchasing Division at 352.374.5202, for direction.**

Vendor Name: _____ Date _____

Signature _____ Title _____

Printed Name: _____ Title _____

CERTIFIED SMALL BUSINESS ENTERPRISE POINTS REQUEST FORM FOR RFP's

The Technical Qualifications Evaluation phase of the Professional Services Evaluation Process assesses whether a Consultant is a certified Small Business Enterprise (SBEs) and provides for the allotting of points where the Consultant includes in their submittal a request for points allowed for Alachua County's Certified SBEs' participation in accordance with the options listed below and the necessary documentation to substantiate such is provided.

CERTIFIED SMALL BUSINESS ENTERPRISE (SBEs)- REQUEST FOR POINTS 15 POINT MAXIMUM																															
Points for Certified Small Participation is to be awarded using one of the options below:	Points Allowed	Points Requested	Points Assigned																												
Fifteen (15) points are awarded to the Consultant if the Consultant is a certified small business (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.	15 pts																														
<p>Eight (8) to thirteen (13) points are awarded if the Consultant commits to a significantly higher certified Small participation than the goal, based on the breakdown indicated below:</p> <p>Percentage of Certified Small Participation:</p> <table> <tr> <th>at least</th><th>but less than</th><th colspan="2">Points to be Awarded</th></tr> <tr> <td>25%</td><td>30%</td><td>8</td><td>Points</td></tr> <tr> <td>30%</td><td>35%</td><td>9</td><td>Points</td></tr> <tr> <td>35%</td><td>40%</td><td>10</td><td>Points</td></tr> <tr> <td>40%</td><td>45%</td><td>11</td><td>Points</td></tr> <tr> <td>45%</td><td>50%</td><td>12</td><td>Points</td></tr> <tr> <td>50%</td><td>51%</td><td>13</td><td>Points</td></tr> </table>	at least	but less than	Points to be Awarded		25%	30%	8	Points	30%	35%	9	Points	35%	40%	10	Points	40%	45%	11	Points	45%	50%	12	Points	50%	51%	13	Points	8 pts - 13 pts		
at least	but less than	Points to be Awarded																													
25%	30%	8	Points																												
30%	35%	9	Points																												
35%	40%	10	Points																												
40%	45%	11	Points																												
45%	50%	12	Points																												
50%	51%	13	Points																												
Five (5) points are awarded to a Consultant who has committed to meet the percentage participation goal of 15% as established by the Board of County Commissioners and the Consultant has listed the certified small business(es) and clearly stated the work and percentages of the job that those business(es) will perform.	5 pts																														

VOLUME OF PREVIOUS WORK SUMMARY

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 chart below).

SAMPLE

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

VOLUME OF PREVIOUS WORK - POINTS EARNED

The volume of previous work points earned are based on the adjusted fee (see chart below).

POINTS	ADJUSTED FEE (AF) *	YOUR REQUESTED AF POINTS
5	AF < 50,000	_____ points
4	50,000 < AF < 100,000	
3	100,000 < AF < 200,000	
2	200,000 < AF < 300,000	
1	300,000 < AF < 400,000	
0	AF > 400,000	

PROPOSED SUBCONTRACTORS (NON-SMALL BUSINESS ENTERPRISE) FORM

RFP NUMBER: 16-62: Annual Staffing Services for Solid Waste Materials Recovery Center

This form is for all **Non-Small Business Enterprise subcontractors** being utilized on this project that **are not included** on **Exhibit B**.

Name of Contractor	Name of Contractor
Address	Address
Scope of Work to be Performed \$ _____ % (Total \$ Value) (% of Total Bid/RFP)	Scope of Work to be Performed \$ _____ % (Total \$ Value) (% of Total Bid/RFP)
Name of Contractor	Name of Contractor
Address	Address
Scope of Work to be Performed \$ _____ % (Total \$ Value) (% of Total Bid/RFP)	Scope of Work to be Performed \$ _____ % (Total \$ Value) (% of Total Bid/RFP)
Name of Contractor	Name of Contractor
Address	Address
Scope of Work to be Performed \$ _____ % (Total \$ Value) (% of Total Bid/RFP)	Scope of Work to be Performed \$ _____ % (Total \$ Value) (% of Total Bid/RFP)
Name of Contractor	Name of Contractor
Address	Address
Scope of Work to be Performed \$ _____ % (Total \$ Value) (% of Total Bid/RFP)	Scope of Work to be Performed \$ _____ % (Total \$ Value) (% of Total Bid/RFP)
Name of Contractor	Name of Contractor
Address	Address
Scope of Work to be Performed \$ _____ % (Total \$ Value) (% of Total Bid/RFP)	Scope of Work to be Performed \$ _____ % (Total \$ Value) (% of Total Bid/RFP)

If additional space is required for your subcontractor listing, make copies of this Exhibit E and submit with you RFP package.

DRUG FREE WORKPLACE

Section 22.09 Competitive Sealed Bidding of the Alachua County Purchasing Code states that in the evaluation of proposals, all factors in the bidding process being equal, both as to dollar amount and ability to perform, priority will be given, first, to those vendors certifying a drug-free workplace, secondly, to certified Small Business Enterprise (SBE) bidders.

The undersigned vendor in accordance with Florida Statute 287.087 and Section 22.09 of the Alachua County Purchasing Code hereby certifies that

Name of Business

does:

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.

Bidder's Signature

Date

PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION

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(11), 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:

(Execute either section I. or II, but not both; bidder may not modify language)

I. NO 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.

Bidder's Signature

Date

- - - OR - - -

II. EXEMPTION 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. i.e. 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 inspect or 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.

Bidder's Signature

Date

July 26, 2006

**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.

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.

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.

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.

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:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause.
Flood Insurance as available under the National Flood Insurance Program.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I 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.

II Workers' Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against the County, for losses arising from work performed by the Contractor/Vendor for the County.

III All Coverages

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a Ten (10) day notice of cancellation for non-payment of premium and a Thirty (30) day notice of cancellation/non-renewal for all other causes. 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.

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

MAIL, EMAIL or FAX CERTIFICATES TO:

Risk Management

12 SE 1st Street, 3rd Floor

Gainesville, FL 32601

dryon@alachuacounty.us

Phone: 352-374-5297

Fax: 352-381-0168

Attn: Darlene Ryon

AGREEMENT FOR CONTRACTUAL SERVICES

This Agreement is entered into this _____ day of _____, 20____ between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and _____, doing business at _____ hereinafter referred to as "Contractor."

WITNESSETH

Whereas, the County desires to employ the Contractor to provide _____; and,

Whereas, the Contractor is qualified to provide these services

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

1. **Term.** This agreement is effective for _____ year(s) beginning _____ and continuing through _____ unless earlier terminated as provided herein. The County has the option of renewing this Agreement for _____ additional _____ year periods at the same terms and conditions outlined herein.

The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

2. **Duties of the Contractor.** The Contractor shall have and perform the following duties, obligations, and responsibilities to the County as provided in **Attachment "A."**
3. **Representations and Warranties.** By executing this Agreement, the Contractor makes the following express representations and warranties:
 - 3.1. The Contractor is a professional qualified to perform the services described.
 - 3.2. The Contractor warrants all the work performed by the Contractor is adequate and sufficient to meet the requirements and accomplish the purposes of the agreement.
 - 3.3. The Contractor acknowledges that the County's review of the work performed in no way diminishes the Contractor's warranty pertaining to the work

performed.

4. Method of Payment. For all services actually, timely and faithfully performed, the Contractor will be paid as follows:

4.1. The Contractor shall be paid a sum not to exceed \$_____, for the initial term of the Agreement, allocated in the following manner:

4.2. As a condition precedent for any payment, the Contractor shall submit monthly, an invoice to the County requesting payment for services properly rendered and expenses due. The Contractor's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if such services were rendered pursuant to a fee and the person(s) rendering such service. The Contractor's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. Each invoice shall constitute the Contractor's representation to the County that the services indicated in the invoice have reached the level stated, 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 services provided have served a public purpose, that all obligations of the Contractor 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 Contractor that payment of any portion thereof should be withheld. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the Contractor of the amount invoiced, all obligations of the Contractor to others, including its consultants, incurred in connection with the Project, will be paid in full. The Contractor shall submit invoices to the County at the following address:

Department
ATTN:
Address
Gainesville, FL XXXXX

4.3. Payments for all sums properly invoiced shall be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act") to:

Contractor Name
Address
City/State/ZIP

4.4. Reimbursable expenses will be paid by the County to the Contractor for the following services or costs outlined below. The Contractor will invoice for reimbursable services or costs on a monthly basis. Amounts invoiced for reimbursement shall include back-up documentation. Any reimbursement for travel expenses will be in accordance with Section 112.061, Florida Statutes

4.4.1. Expenses for travel when traveling in connection with the Project, based on §112.061(7) and (8), Florida Statutes, or their successor and with the prior approval of the County.

4.4.2. Fees paid for securing approval of authorities having jurisdiction over the Project.

4.4.3. Actual expense of reproductions, postage and handling of drawings and specifications.

4.4.4. If authorized in writing in advance by the County, the cost of other expenditures made by the Contractor in the interest of the Project provided such expenditures are in accordance with the Scope of Services and Work Order as approved by the County.

OR

4.4 No Additional reimbursable expenses will be paid under this Agreement.

5. **Duties of the County.** The County shall have and perform the duties, obligations, and responsibilities to the Contractor as provided in **Attachment "B"**

6. **Personnel.** (OPTIONAL)

6.1. The Contractor 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)

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

7. **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. For purposes of all notices, Contractor's and County representative are:

County:

Title

Dept
PO Box
Gainesville, FL, ZIP

Contractor:

Corporate Name
Address
City/State/Zip
ATTN: _____

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

J. K. Irby Clerk of the Court 12 SE 1 st Street Gainesville, FL 32602 ATTN: Finance and Accounting	and	Procurement Division 12 SE 1 st Street Gainesville, Florida 32601 Attn: Contracts/Grants
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8. Default and Termination.

- 8.1. The failure of the Contractor to comply with any provision of this Agreement will place the Contractor in default. Prior to terminating the Agreement, the County will notify the Contractor in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Contractor seven (7) days to cure the default. The _____ 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 _____ is authorized to provide final termination notice on behalf of the County to the Contractor.
- 8.2. The County may also terminate the Agreement without cause by providing written notice to the Contractor. The County Manager is authorized to provide written notice of termination on behalf of the County. Upon such notice, Contractor will immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Agreement amount earned through the date of termination, but Contractor 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.

- 8.3. 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 Contractor. The County will be the final authority as to the availability of funds. The County will pay the Contractor for all work completed prior to any notice of termination.

9. Project Records.

- 9.1. 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 Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.
- 9.2. In accordance with Section 119.0701, Florida Statutes, the Contractor shall keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service in this Agreement as provided by the General Record Schedule established by the Department of State. The Contractor shall keep and make available to the County for inspection and copying, upon written request by the County, all public records in Contractor's possession relating to this Agreement. The Contractor shall provide the public with access to public records on the same terms and conditions that the County would provide the public records, unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Contractor shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- 9.3. During the term of this Agreement or license, the Contractor may claim that some or all of Contractor'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 Contractor in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the Contractor as "Confidential Information" or "CI."
- 9.4. The County shall promptly notify the Contractor in writing of any request received by the County for disclosure of Contractor's Confidential Information and the Contractor may assert any exemption from disclosure available under

applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Contractor 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. Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor 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. Contractor releases County from claims or damages related to disclosure by County.

9.5. In the event this Agreement is terminated, the Contractor shall meet the requirements of Chapter 119, Florida Statutes, for retaining public records and transfer, at no cost, to the County all public records in possession of the Contractor upon the termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically shall be provided to the County in a format that is compatible with the information technology systems of the County.

9.6. If Contractor refuses to perform its duties under this section within 14 calendar days of notification by County that a demand has been made to disclose Contractor's CI, then Contractor waives its claim that any of its information is CI, and releases County from claims or damages related to the subsequent disclosure by County and the County shall enforce, in accordance with the Agreement, the provisions of this Agreement.

10. Insurance. The Contractor will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in **Attachment "C"**. A current Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as **Exhibit "1"**

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

12. Laws & Regulations. The Contractor will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. The Contractor 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 Contractor is not familiar with state and local laws, ordinances, code rules and regulations, the Contractor remains liable for any violation and all subsequent damages or fines.

13. Indemnification.

- 13.1. The Contractor 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 contractor 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. Contractor agrees that indemnification of the County shall extend to any and all work performed by the Contractor, 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 Contractor's insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Contractor.
- 13.2. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.

- 14. Assignment of Interest.** The Contractor and County recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the Contractor 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.

- 15. Successors and Assigns.** The County and Contractor 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.

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

**ALTERNATE
IF CONTRACTOR IS NOT COVERED BY WORKERS COMPENSATION**

In the performance of this agreement, Contractor will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. Contractor is solely responsible for the means, method, techniques, sequence, and procedure utilized by Contractor in the full performance of this agreement. Neither Contractor nor any of its employees, officers, agents or any other individual directed to act on behalf of Contractor for any act related to this Agreement shall represent, act, or purport to act, or be deemed to be the agent, representative, employee or servant of the County.

For Independent Contractors outside the construction industry with fewer than four employees choosing not to secure worker's compensation coverage under the Florida Worker's Compensation Act, the Independent Contractor outside the construction industry verifies that it has posted clear written notice in a conspicuous location accessible to all employees, telling employees and others of their lack of entitlement to worker's compensation benefits.

Policies and decisions of Contractor, which may be represented by Contractor in performance of this Agreement, shall not be construed to be the policies or decision of the County.

- 17. Collusion.** By signing this Agreement, the Contractor declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, contractors, or corporations and that this Agreement is fair and made in good faith without any outside control, collusion, or fraud.
- 18. Conflict of Interest.** The Contractor warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Contractor shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.
- 19. Third Party Beneficiaries.** This agreement does not create any relationship with,

or any rights in favor of, any third party.

20. **Severability.** If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect
21. **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.
22. **Governing Law and Venue.** This agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.
23. **Attachments.** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.
24. **Amendments.** The parties may amend this Agreement only by mutual written agreement of the parties.
25. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
26. **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.
27. **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
28. **Entire Agreement.** This agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

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. Irby, Clerk

Alachua County Attorney's Office

(SEAL)

**IF SIGNED BY COUNTY MANAGER
CLERK DOES NOT ATTEST AND
SIGNATURE BLOCK IS REMOVED**

PROFESSIONAL

ATTEST (By Corporate Officer)

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

**MUST BE ATTESTED (WITNESSED) BY A DESIGNATED OFFICER OF THE
CORPORATION. IF NOT INCORPORATED, THEN SHOULD BE NOTARIZED.
SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER
THE PURCHASING/PROCUREMENT SECTION.**

ATTACHMENT A: SCOPE OF SERVICES

SAMPLE

March 28, 2007

ATTACHMENT B: DUTIES OF THE COUNTY

SAMPLE

March 28, 2007

ATTACHMENT C: INSURANCE REQUIREMENTS

SAMPLE

March 28, 2007

EXHIBIT 1: CERTIFICATE OF INSURANCE

SAMPLE

March 28, 2007