

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS



REQUEST FOR PROPOSALS RFP 22-21 Annual Temporary Personnel Services

RFP Submittal Deadline:
2:00 pm, Wednesday, February 10, 2021

Electronic Responses must be uploaded to DemandStar.com.

The DemandStar platform will not accept late Proposal

TABLE OF CONTENTS		PAGE NUMBER
1.0	GENERAL PROVISIONS	1
1.1	Purpose	1
1.2	Distribution of Information	1
1.3	Proposal Submission	1
1.4	Solicitation Opening – Zoom Meeting	2
1.5	Acceptance/Rejection of Proposals	2
1.6	Consideration of Proposals	3
1.7	Proposal Withdrawal	3
1.8	Electronic Signatures	3
1.9	Non-Warranty of Request for Proposals	3
1.10	Request for Clarification	4
1.11	Inquiries/Questions	4
1.12	Contact with Members of the Professional Services Evaluation Committee	4
1.13	Proprietary Information	4
1.14	Examination of Request for Proposals	5
1.15	Small Business Enterprise (SBE) Program Participation	5
1.16	Local Firms Location Points	6
1.17	Alachua County Government Minimum Wage (GMW)	6
1.18	Corporate Resolution	6
1.19	Public Entity Crimes	7
1.20	Drug Free Workplace	7
1.21	Subcontractors	7
1.22	Workplace Violence	7
2.0	BACKGROUND INFORMATION	7
2.1	Location	7
2.2	Form of Government	7
4.0	PROPOSAL REQUIREMENTS AND ORGANIZATION	11
4.1	Letter of Interest	11
4.2	Project Understanding and Approach	11
4.3	Consultant's Qualifications and Staff	11
4.4	Ability of Consultant's Professional Personnel	11
4.5	Ability to Meet Time and Budget Requirements	11
4.6	Effect of Project Team Location on Project Responses	11
4.7	Appendix	11
5.0	RFP SELECTION PROCEDURES	12
5.1	RFP Submittals	12
5.2	RFP Evaluation Committee	12
5.3	RFP Contract Negotiation	12
6.0	SELECTION AND EVALUATION CRITERIA	13
6.1	Technical Qualifications (100 Obtainable Points)	13
6.2	Written Proposal (100 Obtainable Points)	14
6.3	Oral Presentation (Optional) (200 Obtainable Points)	15
6.4	Other Factors	15
7.0	PROFESSIONAL RESPONSIBILITY	16
7.1	Insurance Requirements	16
7.2	Performance Bond (Not applicable)	16
8.0	GENERAL TERMS AND CONDITIONS	16
8.1	Assignment of Personnel	16
8.2	Basis for Contract Negotiation	16
8.3	Term of the Contract	16
8.4	Reuse of Existing Plans - Not applicable	16

8.5	Governing Law	16
8.6	Permits, Laws & Regulations	16
8.7	Award of Contract(s)	17
8.8	Vendor Complaints Or Grievances; Right To Protest	17
8.9	Assignment of Interest	18
8.10	Indemnification	19
8.11	Amendments	19
8.12	Default and Termination	19
8.13	Successors and Assigns.....	20
8.14	Non Waiver	20
8.15	Independent Consultant	20
8.16	Collusion.....	20
EXHIBIT A	SIGNATURE AND ACKNOWLEDGEMENT OF ADDENDUM FORM	21
EXHIBIT B	SMALL BUSINESS ENTERPRISE (SBE) PROGRAM PARTICIPATION FORM	23
EXHIBIT C	CERTIFIED SMALL BUSINESS ENTERPRISE POINTS REQUEST FORM	27
EXHIBIT D	ALACHUA COUNTY GOVERNMENT MINIMUM WAGE (GMW) FORM	28
EXHIBIT E	VOLUME OF PREVIOUS WORK SUMMARY	29
EXHIBIT F	PROPOSED SUBCONTRACTORS (NON-SMALL BUSINESS ENTERPRISE)	30
EXHIBIT G	DRUG FREE WORKPLACE.....	31
EXHIBIT H	PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION	32
EXHIBIT I	TYPE “A” INSURANCE REQUIREMENTS	33
EXHIBIT J	CORPORATE RESOLUTION GRANTING SIGNING AUTHORITY	35

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

REQUEST FOR PROPOSALS 22-21

FOR THE PROVISION OF Annual Temporary Personnel Services

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 Temporary Personnel Services** for the benefit of the **Procurement Department**.

The following apply to this request for proposal: General Provisions (Section 1.0), Background Information (Section 2.0), Scope of Services (Section 3.0), Proposal Requirements and Organization (Section 4.0), County Selection Procedures (Section 5.0) Selection and Evaluation Criteria (Section 6.0), Professional Responsibility (Section 7.0), General Terms and Conditions (Section 8.0), Exhibits (Section 9.0).

1.2 **Distribution of Information**

The County posts and distributes information pertaining to its procurement solicitations on DemandStar.com.

The County has transitioned from accepting hard (paper) copy proposals to accepting electronic submittals through “E-Bidding” on DemandStar.com. In order to submit a proposal response to this solicitation the consultant must be registered with DemandStar.com.

1.3 **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.

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.

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.

Proposal response, containing all required documents, with authorized signatures, must be received by 2:00 p.m. on the due date indicated on the Proposal Cover Page for this RFP. The consultant’s complete submittal in pdf format must be uploaded into DemandStar.com prior to the 2:00 p.m. deadline.

DEMANDSTAR’S PLATFORM WILL NOT ACCEPT LATE SUBMITTALS

LATE SUBMITTALS WILL NOT BE ACCEPTED.

Upload proposal response as a pdf formatted document only, unless the solicitation states otherwise.

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 electronic pdf file. The pdf file must be clearly identified as “PUBLIC RECORDS EXEMPT,” per Section [1.13 Proprietary Information](#).

The pdf document should be titled with proposer’s name, bid number, and, if the response is submitted in parts, include “Parts # of x”.

The response must be signed 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 sign the proposal, in this case the Consultant must provide a corporate resolution granting authorization to the officer or authorized representative to execute on behalf of the business.

1.4 Solicitation Opening – Zoom Meeting

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.

Join Zoom Meeting

<https://zoom.us/j/93437702771?pwd=S2QxMVpUTG5xQUtBTEVMbkRxakNEZz09>

Meeting ID: 934 3770 2771

Passcode: 702897

One tap mobile

+13126266799,,93437702771# US (Chicago)

+19292056099,,93437702771# US (New York)

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>

1.5 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.

1.6 **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.

1.7 **Proposal Withdrawal**

Modifications to or withdrawal of a proposer's submittal can be made up to the deadline date. Modifications and withdrawals must be documented in DemandStar.com in order to be recognized by the County. 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.

1.8 **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.

1.9 **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.

1.10 **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.

1.11 **Inquiries/Questions**

After thoroughly reading this Request for Proposals and Exhibits. 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, **via email with reference to the appropriate RFP number in the subject line of the email** to Mandy Mullins at mmmullins@alachuacounty.us , 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.

1.12 **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.

1.12.1 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.

1.12.2 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.

1.13 **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 electronically in a separate pdf file, clearly identified as "PUBLIC RECORDS EXEMPT" with your name and the proposal number marked on the outside. Furthermore, you must complete **EXHIBIT H, PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION**.

1.13.1 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.

1.14 **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.

1.15 **Small Business Enterprise (SBE) Program Participation**

1.15.1 SBE Vendor is a vendor that is certified by the Alachua County Equal Opportunity Division prior to the proposal opening.

1.15.2 The SBE Program Participation Form, **EXHIBIT B**, should be completed for your proposal to be considered responsive.

1.15.3 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.

1.15.4 The County will award a preference in evaluation points to certified SBE or contractors that meet the SBE participation goal in its RFP response.

1.15.5 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.

1.15.6 **Proposed Subcontractors Requirements**

1.15.6.1 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.

1.15.6.2 If SBE subcontractors are not available for the RFP you should complete a Good Faith Effort Form, **EXHIBIT B**, Option 4.

1.15.7 **Good Faith Effort Requirements**

1.15.7.1 Every competitive bid or proposal, if not submitted by a certified Small Business Enterprise (SBE), should demonstrate good faith efforts to utilize SBE as subcontractors. Unless your company will perform all the work and no subcontractors will be utilized. 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/>

1.15.7.2 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 22.11-207, Alachua County Procurement Code. The following factors shall be considered in making such determination:

1.15.7.3 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.

1.15.7.4 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.

1.15.7.5 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.

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

1.16 **Local Firms Location Points**

1.16.1 This factor provides points to local firms who have an established local presence and staff that will be directly involved in the project.

1.16.1.1 Firm is considered to be local based upon meeting the following criteria:

1.16.1.1.1 Has a staffed and equipped office that has been in the business in Alachua County for at least twelve (12) months prior to the advertisement of a Request for Proposal, Request for Qualifications, etc. by Procurement and

1.16.1.1.2 Holds all business licenses required by the State, County or a City within the County; and

1.16.1.1.3 Employs at least one (1) full time employee (FTE), or part-time employees' equivalent to one FTE, whose primary residence(s) is in Alachua County.

1.16.1.1.4 Vendors must certify their local base firm status on the Signature and Acknowledgement of Addendum Form, **EXHIBIT A**.

1.17 **Alachua County Government Minimum Wage (GMW)**

1.17.1 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 consultants and subcontractors providing selected services to Alachua County government. Proposers should consider the cost of compliance, if any, when submitting bids.

1.17.2 The consultant shall certify via **EXHIBIT D** it will pay each of its covered employees the GMW, and ensure that it will require that of its subcontractors. Upon execution of the awarded contract, the certification shall become an obligation to the vendor.

1.18 **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>.

1.19 **Corporate Resolution**

Corporate Resolution Granting Signing Authority and Authority to Conduct Business **EXHIBIT J**.

1.20 **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.

1.21 **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 **Exhibit G**.

1.22 **Subcontractors**

Proposer shall notify the County of the proposed use of subcontractors in the provision of services required herein by completing and returning the Proposed Subcontractors Form (Non-Small Business Enterprise), **Exhibit F**. No subcontractor shall be employed by the Contractor for the provision of these services without the written approval of the County.

1.23 **Workplace Violence**

Employees of bidders 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 250,000. 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: Supervisor of Elections, Sheriff, Clerk of the Court, Tax Collector, and the Property Appraiser. The Alachua County Attorney also reports to the Board.

3.0 **SCOPE OF SERVICES**

The services requested, herein, are for Annual Temporary Personnel Services. This proposal will be for a period based on the date of the fully executed contract and continuing through **September 30, 2023** with an option by the County to renew for **two (2)** additional **two (2)** year periods.

3.1 **General Requirements:**

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

- 3.1.1 The purpose of this RFP is to establish firm fixed prices on an hourly rate for the following job classifications. These positions may be requested on an as needed basis from any of the departments throughout the County/Library District.
- 3.1.2 The Contractor shall be responsible to provide only competent and skilled temporary personnel to the County/Library District. The Contractor shall pre-test and train all workers as provided for in the Technical Specifications. The Contractor shall, upon demand from the County/Library District immediately removes any temporary worker who the County/Library District consider incompetent or undesirable.
- 3.1.3 Workers provided by Contractor shall be the employees of the Contractor. The Contractor shall be exclusively responsible for, and agree to indemnify the County/Library District against liability for the payment of any and all contribution or federal, state or city salary taxes, social security and Medicare taxes, taxes for unemployment insurance, pensions or annuities or for other purposes now or hereafter imposed by the Government of the United States, State of Florida or Alachua County, which are in whole or in part measured by and/or based upon the wages, salaries, or other remuneration paid to or on behalf of persons employed by Contractor on work in connection with this Bid.
- 3.1.4 The obligation of the County/Library District will be solely to compensate the Contractor for the number of hours provided in accordance with the Billing Rate on the Bid Form.
- 3.1.5 Position descriptions are provided for routine categories and job classification of anticipated temporary personnel are incorporated herein and made a part of this bid document. *Equivalent to (position).
 - 3.1.5.1 Accounting Clerk
 - 3.1.5.2 Administrative Assistant
 - 3.1.5.3 Animal Shelter Assistant
 - 3.1.5.4 Animal Technician
 - 3.1.5.5 Attendant (Solid Waste Attendant)
 - 3.1.5.6 Audio Visual Technician
 - 3.1.5.7 Building Mechanic
 - 3.1.5.8 Clerk Messenger (Library)
 - 3.1.5.9 Community Coordinator
 - 3.1.5.10 Computer Operator
 - 3.1.5.11 Custodian
 - 3.1.5.12 Customer Service Assistant
 - 3.1.5.13 Customer Service Representative
 - 3.1.5.14 Clerical Data Entry
 - 3.1.5.15 Clerical Database Manager
 - 3.1.5.16 Clerical Dispatcher
 - 3.1.5.17 Clerical Diversion Resource Coordinator
 - 3.1.5.18 Clerical Fiscal Assistant

3.1.5.19	Industrial Environmental Specialist
3.1.5.20	Clerical Geographic Information System Specialist (GIS Coordinator)
3.1.5.21	Clerical Geographic Information System Technician (GIS Technician)
3.1.5.22	Industrial Laborer I
3.1.5.23	Industrial Laborer II
3.1.5.24	Clerical Local Area Network Manager (Network Manager)
3.1.5.25	Industrial Maintenance Worker
3.1.5.26	Clerical Office Assistant
3.1.5.27	Clerical Paralegal
3.1.5.28	Clerical Production Coordinator/Producer (same as AV Technician)
3.1.5.29	Clerical Program Coordinator
3.1.5.30	Clerical Program Manager
3.1.5.31	Clerical Programmer
3.1.5.32	Clerical Purchasing Agent
3.1.5.33	Clerical Receptionist
3.1.5.34	Clerical Senior Administrative Assistant
3.1.5.35	Industrial Senior Environmental Specialist
3.1.5.36	Clerical Senior Office Assistant
3.1.5.37	Clerical Senior Staff Assistant
3.1.5.38	Clerical Special Project Coordinator
3.1.5.39	Clerical Staff Assistant
3.1.5.40	Clerical Staff Assistant I (Library)
3.1.5.41	Clerical Staff Assistant II (Library)
3.1.5.42	Industrial Technician
3.1.5.43	Industrial Technician (Traffic Maintenance Technician)
3.1.5.44	Clerical Tourist Program Assistant

3.2 **Testing and Training**

The Contractor shall be responsible for conducting the following services upon request by the County/Library District and which shall be billed in accordance with the rates stated on the Bid Schedule:

- 3.2.1 Health Assessments at the request of the County/Library District the Contractor will conduct or have conducted health assessment to determine an employee's general state of health and physical ability to perform the job for which the employee is requested.
- 3.2.2 Drug Testing will be required for certain job classifications. The Contractor shall be responsible for conducting such drug testing at the request of the County/Library and in accordance with all federal regulations.
- 3.2.3 Criminal Record Checks will be required for certain job classifications at the request of the County/Library.
- 3.2.4 Credit Record Checks will be required for certain job classifications at the request of the County/Library.
- 3.2.5 The Contractor must train and test employees for proficiency on office equipment and software and check for proficiency on light and heavy equipment, etc., as provided by the job classification. The Contractor shall confirm the validity of all required licenses.
- 3.2.6 Temporary Employees must have appropriate valid driver's licenses for job classifications requiring the operation of motor vehicles.
- 3.2.7 The Contract will assure that all employees are familiar with all safety practices of the County/Library as established by the Risk Management Department. The Contractor shall obtain copies of safety practices from Alachua County Risk Management Department.

- 3.2.8 All testing and training must be fair and non-discriminatory and should follow (FLSA) Labor and Justice Department rules and requirements as prescribed under law.
- 3.2.9 The County reserves the right to visit the bidder's site to observe the testing and training procedures, as part of the evaluation of bidders, or to evaluate the Contractor's ability to continue to provide services as required.

3.3 **Hiring of Contractor's Employees**

If, after using the Contractor's employees, the County/Library District should at any subsequent time put any of these employees on its own payroll, the Contractor will waive all rights to and requirements for a payment of a fee reimbursing the Contractor for damage suffered as a result of the loss of the training and advertising invested in that employee.

3.4 **Terms and Hours of Work**

Workers supplied by Contractor shall be required to work the normal hours for the position being temporarily filled, whether a 4, 8, 10 or 12-hour shift.

- 3.4.1 Employees may not exceed forty (40) hours per week without written approval from the Department/Division Head of the requesting department of his or her designee. The Contractor will be compensated for authorized overtime at the rate not to exceed 1.5 times the billing rate for that job classification.

3.5 **Reports**

The Contractor shall provide individual reports for personnel to Alachua County/Library District upon request.

3.6 **Add/Delete**

The County reserves the option to add item(s) within the scope of the RFP by accepting a mutually agreed upon price or by obtaining such items via the County's regular Procurement Procedures.

3.7 **Holidays**

The following days shall be holidays recognized by the County. If any recognized holiday falls on a Saturday, the preceding Friday shall be observed as a holiday and if any recognized holiday falls on a Sunday, the following Monday shall be observed as a holiday.

3.7.1

New Year's Day	January 1
Martin Luther King's Birthday	Observed in conjunction with Alachua County School Board Holiday
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November and the Friday after Thanksgiving
Christmas Day	And one additional holiday to be designated by the Administrating Official in conjunction with Christmas Day

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 Completed 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 Alachua County Government Minimum Wage (GMW) Form **EXHIBIT D.**

4.7.5 Completed Volume of Previous Work Summary Form **EXHIBIT E.**

- 4.7.6 Proposed Subcontractors (Non-Small Business Enterprise) Form **EXHIBIT F**.
- 4.7.7 Completed Drug Free Workplace Form, if applicable **EXHIBIT G**.
- 4.7.8 Completed Public Record Declaration or Claim of Exemption Form **EXHIBIT H**.
- 4.7.9 Insurance Requirements **EXHIBIT I**.
- 4.7.10 Corporate Resolution Granting Signing Authority and Authority to Conduct Business **EXHIBIT J**.
- 4.7.11 Copy of current Alachua County Small Business Certification, where applicable.
- 4.7.12 A statement of the Consultant's equal opportunity policies and practices.
- 4.7.13 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:
 - 4.7.13.1 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.
 - 4.7.13.2 The name(s) of the Manager or key staff person(s) who worked on the project.
 - 4.7.13.3 A copy of the selected Consultant's current Florida Professional Registration Certificate, if applicable.

5.0 **RFP 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 **RFP Submittals**

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

5.2 **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 Section 6.0.

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.

5.3 **RFP Contract Negotiation**

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

6.0 **SELECTION AND EVALUATION CRITERIA**

The evaluation committee will evaluate the proposals as follows:

6.1 **Technical Qualifications (100 Obtainable Points)**

The Technical 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, 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 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.

6.1.1 **Ability of Professional Personnel = 50 points maximum**

6.1.1.1 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.

6.1.1.2 Has the firm done this type of work in the past?

6.1.1.3 Is any of this work to be subcontracted? If so, what are the abilities of the firm(s) to be subcontracted?

6.1.1.4 Based on questions above, award points as follows:

21-30 points - Exceptional Experience

11-20 points - Average Experience

0-10 points - Minimal Experience

6.1.1.5 Has the company or key staff recently done this type of work for the County, the State, or for local government in the past?

6.1.1.5.1 If the work was acceptable, award up to ten (10) points.

6.1.1.5.2 If the firm has not done this type of work, award zero (0) points.

6.1.1.5.3 If the work was unacceptable, deduct up to ten (10) points and note why.

6.1.1.6 Are there factors, such as unique abilities, which would make a noticeable (positive) impact on the project?

6.1.1.6.1 If the answer is yes, award from one (1) to ten (10) points and note reasons.

6.1.1.7 If the answer is no, award zero (0) points.

6.1.2 **Capability to Meet Time and Budget Requirements = 20 Points maximum**

6.1.2.1 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?

6.1.2.2 To your knowledge, has the firm met or had trouble meeting time and budget requirements on similar projects?

6.1.2.3 Have proof of insurability and other measures of financial stability been provided?

6.1.2.4 Are time schedules reasonable?

6.1.2.5 Current Workload.

6.1.2.6 This factor is designed to determine how busy a firm is by comparing all Florida work against Florida personnel.

- 6.1.3 **Location = 10 points**
 - 6.1.3.1 Points Provided by Procurement.
- 6.1.4 **Small Business Enterprise Participation (SBE) - 15 Point Maximum**
 - 6.1.4.1 Points Provided by Procurement.
- 6.1.5 **Volume of Previous Work (VOW) awarded by the County = 5 Points**
 - 6.1.5.1 Points Provided by Procurement.

6.2 **Written Proposal (100 Obtainable Points)**

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 participation by "business development" personnel, and the use of "professional" presenters who will not be involved in the project or future presentations.

- 6.2.1 **Understanding Of Project = 25 points maximum**
 - 6.2.1.1 Did the proposal indicate a thorough understanding of the project?
 - 6.2.1.2 Is the appropriate emphasis placed on the various work tasks?
- 6.2.2 **Project Approach = 25 points maximum**
 - 6.2.2.1 Did the firm develop a workable approach to the project?
 - 6.2.2.2 Does the proposal specifically address the County's needs or is it "generic" in content?
- 6.2.3 **Project Manager = 10 points maximum**
 - 6.2.3.1 Does the project manager have experience with projects comparable in size and scope?
 - 6.2.3.2 Does the Project Manager have a stable job history? Has he/she been with the firm long, or have there been frequent job changes?
- 6.2.4 **Project Team = 20 points maximum**
 - 6.2.4.1 Was a project team identified?
 - 6.2.4.2 Is the team makeup appropriate for the project?
 - 6.2.4.3 Do the team members have experience with comparable projects?
 - 6.2.4.4 Are there any sub contracted firms involved? Will this enhance the project team?
 - 6.2.4.5 Are the hours assigned to the various team members for each task appropriate?
- 6.2.5 **Project Schedule: = 10 points.**
 - 6.2.5.1 Is the proposed schedule reasonable based on quantity of personnel assigned to the project?
 - 6.2.5.2 Are individual tasks staged properly and in proper sequence?
- 6.2.6 **Proposal Organization = 10 points maximum**
 - 6.2.6.1 Was proposal organization per the RFP?
 - 6.2.6.2 Was all required paperwork submitted and completed appropriately?
 - 6.2.6.3 Did the proposal contain an excessive amount of generic boilerplate, resumes, pages per resume, photographs, etc.?

6.3 **Oral Presentation (Optional) (200 Obtainable Points)**

Oral 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."

6.3.1 **Understanding of Project = 50 points maximum**

6.3.1.1 Did the presentation indicate a thorough understanding of the project? Is the appropriate emphasis placed on the various work tasks?

6.3.1.2 Was the presentation more specific to the County's project or a "generic" presentation?

6.3.1.3 Did the firm develop a workable approach to the project?

6.3.2 **Responsiveness to Questions = 40 points maximum**

6.3.2.1 Were questions answered directly or evasively?

6.3.2.2 Were answers to questions clear and concise or scrambled and verbose?

6.3.3 **Project Team = 50 points maximum**

6.3.3.1 Did the project team participate?

6.3.3.2 Was project team plan of action presented and how specifically did it address the project?

6.3.3.3 Was there participation from any subcontracted firms? What was the impact of their participation?

6.3.4 **Project Manager = 50 points maximum**

6.3.4.1 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?

6.3.4.2 Did the project manager participate in the presentation? How effectively did he/she communicate ideas and respond to questions?

6.3.5 **Other = 10 points maximum**

6.3.5.1 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.

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 Procurement 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 I**

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)**

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, 2023** 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 **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 bid in response to an Invitation to Bid (ITB).

8.8.1 **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.

8.8.2 **Solicitation Protest**

Any prospective Bidder may file a Solicitation Protest concerning a Solicitation.

8.8.2.1 Basis of the Solicitation Protest: The alleged basis for a Solicitation Protest shall be limited to the following:

8.8.2.1.1 The Solicitation is inconsistent with this Code or the requirements of applicable Florida Statutes;

8.8.2.1.2 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

8.8.2.1.3 The Solicitation instructions are unclear or contradictory.

8.8.3 **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.

8.8.4 **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.

8.8.5 **Basis of the Award Protest**

The alleged basis for an Award Protest shall be limited to the following:

8.8.5.1 The protesting party was incorrectly deemed non-responsive due to an incorrect assessment of fact or law;

8.8.5.2 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

8.8.5.3 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.

8.8.6 **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.

8.8.7 **Burden of Proof**

Unless otherwise provided by Florida law, the burden of proof shall rest with the protesting party.

8.8.8 **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:

8.8.8.1 necessary to avoid an immediate and serious danger to the public health, safety, or welfare;

8.8.8.2 necessary to avoid or substantially reduce significant damage to County property;

8.8.8.3 necessary to avoid or substantially reduce interruption of essential County Services; or;

8.8.8.4 otherwise in the best interest of the public.

8.9 **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.

8.10 **Indemnification**

The Purchaser 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 Purchaser 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. Purchaser agrees that indemnification of the County shall extend to any and all work performed by the Purchaser, 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 Purchaser's insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the Purchaser.

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.

8.11 **Amendments**

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

8.12 **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.

8.13 **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.

8.14 **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.

8.15 **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.

8.16 **Collusion**

8.16.1 The proposer, by affixing his signature to the 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.

8.16.2 The proposer, by affixing his signature to the 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.

PRICING, SIGNATURE AND ACKNOWLEDGEMENT OF ADDENDUM FORMRFP: **22-21 Annual Temporary Personnel Services**PROPOSAL OPENING DATE: **2:00 pm, Wednesday, February 10, 2021**

ITEM BID	\$ BID PER HOUR(BILLING RATE)
Accounting Clerk	
Administrative Assistant	
Animal Shelter Assistant	
Animal Technician	
Attendant (<i>Solid Waste Attendant</i>)	
Audio Visual Technician	
Building Mechanic	
Clerk Messenger (Library)	
Community Coordinator	
Computer Operator	
Customer Services Assistant	
Customer Service Representative	
Custodian	
Clerical Data Entry	
Clerical Database Manager	
Clerical Dispatcher	
Clerical Diversion Resource Coordinator	
Clerical Fiscal Assistant	
Industrial Environmentalist Specialist	
Clerical Geographic Information System Specialist (<i>GIS Coordinator</i>)	
Clerical GIS Technician	
Laborer I	
Laborer II	
Clerical Local Area Network Manager (<i>Network Manager</i>)	
Industrial Maintenance Worker	
Clerical Office Assistant	
Clerical Production Coordinator/Producer	
Clerical Program Coordinator	
Clerical Program Manager	

ITEM BID	\$ BID PER HOUR(BILLING RATE)
Clerical Programmer	
Clerical Purchasing Agent	
Clerical Receptionist	
Clerical Sr. Administrative Assistant	
Industrial Sr. Environmentalist Specialist	
Clerical Senior Office Assistant	
Clerical Senior Staff Assistant	
Clerical Special Project Coordinator	
Clerical Staff Assistant	
Clerical Staff Assistant I (Library)	
Clerical Staff Assistant II (Library)	
Industrial Technician	
Industrial Technician (Traffic Maintenance Technician)	
Clerical Tourist Program Assistant	

Local Based Firms per Section 1.16, 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 1.16.
<input type="checkbox"/>	I am not a local based firm in Alachua County.

Markup Target Percentage	
Clerical	Industrial
%	%

Acknowledge Receipt of Addendum(s) (if applicable circle):

#1 Yes No #2 Yes No #3 Yes No #4 Yes No

Proposer: _____ Company: _____

Address: _____

Authorized Signature: _____ Title: _____

Clearly Print Name: _____

Phone: _____ Fax: _____ Date: _____

Email Address: _____

SMALL BUSINESS ENTERPRISE (SBE) PROGRAM PARTICIPATION FORM

RFP: 22-21 Annual Temporary Personnel Services

OPTION 1

I certify that our Company is an **Alachua County Certified Small Business Enterprise (SBE)** registered prior to the Bid 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 bid.

Circle One: **Yes (If yes, complete and sign the last page of this Exhibit)**

No (If No, proceed to *Option 3.*)

RFP: 22-21 Annual Temporary Personnel Services

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](#).

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 bids 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 bid** set forth below.

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

SBE Name of Contractor: _____

Address: _____

Scope of Work to be Performed: _____

Total \$ Value: \$ _____ % of Total BID/RFP: _____ %

SBE Name of Contractor: _____

Address: _____

Scope of Work to be Performed: _____

Total \$ Value: \$ _____ % of Total BID/RFP: _____ %

SBE Name of Contractor: _____

Address: _____

Scope of Work to be Performed: _____

Total \$ Value: \$ _____ % of Total BID/RFP: _____ %

SBE Name of Contractor: _____

Address: _____

Scope of Work to be Performed: _____

Total \$ Value: \$ _____ % of Total BID/RFP: _____ %

RFP: 22-21 Annual Temporary Personnel Services

OPTION 4

SBE Good Faith Effort. To be considered responsive all Vendors **should have** SBE Participation or demonstrate a good faith effort to utilize SBE subcontractors. **If option 1, 2 or 3 was not chosen the Vendor should complete the section below 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 Company: _____

Date SBE Contacted: _____

SBE Contact Name and Phone #: _____

SBE Response when contacted: _____

Name of SBE Company: _____

Date SBE Contacted: _____

SBE Contact Name and Phone #: _____

SBE Response when contacted: _____

Name of SBE Company: _____

Date SBE Contacted: _____

SBE Contact Name and Phone #: _____

SBE Response when contacted: _____

Name of SBE Company: _____

Date SBE Contacted: _____

SBE Contact Name and Phone #: _____

SBE Response when contacted: _____

Name of SBE Company: _____

Date SBE Contacted: _____

SBE Contact Name and Phone #: _____

SBE Response when contacted: _____

RFP: 22-21 Annual Temporary Personnel Services

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 bid opening) Procurement at 352.384.3090, 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 Business 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> <td>at least</td><td>but less than</td><td>Points</td><td>to be</td></tr> <tr> <td>Awarded</td><td></td><td></td><td></td></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																																		

ALACHUA COUNTY GOVERNMENT MINIMUM WAGE (GMW) FORM**RFP 22-21 Annual Temporary Personnel Services**

The undersigned certifies that all employees, contracted and subcontracted, completing services as part of this RFP are paid, and will continue to be paid, in accordance with Chapter 22, Article 12 of the Alachua County Procurement Code ("Alachua County Government Minimum Wage").

Please mark the appropriate box below that applies to how you pay your employees:

- ☐ Employees involved with Alachua County projects are paid a minimum of **\$14.50 hourly** and are provided health benefits?
- ☐ Employees involved with Alachua County projects are paid a minimum of **\$16.50 hourly but are not provided** health benefits?

Bidder: _____ Company: _____

Address: _____

Authorized Signature: _____ Title: _____

Clearly Print Name: _____

Phone: _____ Fax: _____ Date: _____

Email Address: _____

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: 22-21 Annual Temporary Personnel Services**

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: _____

Address: _____

Scope of Work to be Performed: _____

Total \$ Value: \$ _____ % of Total BID/RFP: _____ %

Name of Contractor: _____

Address: _____

Scope of Work to be Performed: _____

Total \$ Value: \$ _____ % of Total BID/RFP: _____ %

Name of Contractor: _____

Address: _____

Scope of Work to be Performed: _____

Total \$ Value: \$ _____ % of Total BID/RFP: _____ %

Name of Contractor: _____

Address: _____

Scope of Work to be Performed: _____

Total \$ Value: \$ _____ % of Total BID/RFP: _____ %

Name of Contractor: _____

Address: _____

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 F and submit with you bid package.

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

The undersigned vendor in accordance with Florida Statute 287.087 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, 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: _____

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.

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

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 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.

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

Department Contact: Larry Sapp
Department: Procurement
Phone: 352.374.5202
Email: lsapp@alachuacounty.us
RFP: 22-21 Annual Temporary Personnel Services

(Insert Name of Corporation)

**CORPORATE RESOLUTION GRANTING SIGNING AUTHORITY
AND AUTHORITY TO CONDUCT BUSINESS**

The Board of Directors (“Directors”) of _____, a

(insert name of company)

_____ corporation (the “Corporation”), at a duly and properly

(insert state of incorporation)

held meeting on the _____ day of _____, 20____, did hereby consent to, adopt,
ratify, confirm and approve the following recitals and resolutions:

WHEREAS, the Corporation is a duly formed, validly existing corporation in good standing under the laws of the State of _____ and is authorized to do business in the State of Florida; and

WHEREAS, the Corporation desires to grant certain persons the authority to execute and enter into contracts and conduct business on behalf of the Corporation.

NOW, THEREFORE, BE IT RESOLVED, that any of the following officers and employees of the Corporation listed below are hereby authorized and empowered, acting along, to sign, execute and deliver any and all contracts and documents on behalf of the Corporation, and to do and take such other actions, including but not limited to the approval and execution of contracts, purchase orders, amendments, change orders, invoices, and applications for payment, as in his or her judgment may be necessary, appropriate or desirable, in connection with or related to any bids, proposals, or contracts to, for or with to Alachua County, a charter county and political subdivision of the State of Florida:

NAME

TITLE

NAME

TITLE

BE IT RESOLVED THAT, these resolutions shall continue in full force and effect, and may be relied upon by Alachua County, until express written notice of their rescission or modification has been received by the Procurement Manager of Alachua County. Any revocation, modification or replacement of these resolutions must be accompanied by documentation satisfactory to the Procurement Manager of Alachua County, establishing the authority for the changes.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this _____ day of _____, 20____, and do hereby certify that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors of the Corporation and that said meeting was held in accordance with state law and the Bylaws of the Corporation, and that the resolution is now in full force and effect without modification or rescission.

(Corporate Seal) Secretary of the Corporation

By: _____

(Print Secretary's Name)