

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS

***ALL BIDDERS MUST BE PRESENT AT MANDATORY PRE-BID
CONFERENCE TO BID ON THIS PROJECT.***

MANDATORY PRE-PROPOSAL MEETING

10:00 am, Wednesday, May 1, 2019
Alachua County Environmental Protection Department
Conference Room B
408 W University Avenue, Suite 106, Gainesville, FL 32601



REQUEST FOR PROPOSALS
RFP #20-96

Annual Laboratory Analysis Services

RFP Submittal Deadline:
2:00 pm, Wednesday, May 22, 2019

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

Alachua County Division of Procurement, 3rd Floor
County Administration Building
12 SE 1st Street
Gainesville, Florida 32601-6983
(352) 374-5202 (PHONE)
(352) 491-4569 (FAX)

TABLE OF CONTENTS..... PAGE NUMBER

1.0	GENERAL PROVISIONS	1
1.1	Purpose.....	1
1.2	Proposal Submission	1
1.3	Acceptance/Rejection of Proposals	2
1.4	Consideration of Proposals.....	2
1.5	Proposal Withdrawal	2
1.6	Non-Warranty of Request for Proposals	2
1.7	Request for Clarification	2
1.8	Inquiries/Questions	2
1.9	Contact with Members of the Professional Services Evaluation Committee	3
1.10	Proprietary Information.....	3
1.11	Examination of Request for Proposals	3
1.12	Small Business Enterprise (SBE) Program Participation	3
1.14	Alachua County Government Minimum Wage (GMW)	4
1.15	Local Firms Location Points	5
1.16	Public Entity Crimes	5
1.17	Drug Free Workplace	5
1.18	Workplace Violence	5
2.0	BACKGROUND INFORMATION	5
2.1	Location	5
2.2	Form of Government	5
3.0	SCOPE OF SERVICES	6
3.1	General Requirements:	6
3.2	Contractor's Reporting Limit	6
3.4	Service Specifications	6
3.5	Special Projects Analyses.....	7
3.6	Supplemental Information.....	7
3.7	Latest Revisions	7
3.8	Unannounced Laboratory Visits.....	7
4.0	PROPOSAL REQUIREMENTS AND ORGANIZATION	7
4.1	Submittals.....	8
4.2	Letter of Interest (one page maximum)	8
4.3	Project Understanding and Approach (one page maximum).....	8
4.4	Contractor's Qualifications and Staff	8
4.5	Ability of Contractor's Professional Personnel.....	8
4.6	Ability to Meet Time and Budget Requirements (one page maximum).....	8
4.7	Effect of Project Team Location on Project Responses (one page maximum)	8
4.8	Appendix.....	8
5.0	RFP SELECTION PROCEDURES	9
5.1	RFP Submittals	9
5.2	RFP Evaluation Committee.....	9
5.3	RFP Contract Negotiation	9
6.0	SELECTION AND EVALUATION CRITERIA.....	9
6.1	Technical Qualifications	9
6.2	Written Proposal.....	9
6.3	Oral Presentation (Optional)	10
6.4	Other factors.....	10
7.0	PROFESSIONAL RESPONSIBILITY	10
7.1	Insurance Requirements	10
8.0	GENERAL TERMS AND CONDITIONS	10
8.1	Assignment of Personnel.....	10
8.2	Basis for Contract Negotiation.....	10
8.3	Term of the Contract	10
8.4	Reuse of Existing Plans - Not applicable	10
8.5	Governing Law.....	10
8.6	Permits, Laws & Regulations.....	10
8.7	Award of Contract(s).....	11
8.8	Assignment of Interest	11
8.9	Indemnification	11
8.10	Amendments	11

8.11	Default and Termination	11
8.12	Successors and Assigns	12
8.13	Non Waiver	12
8.14	Independent Contractor	12
8.15	Collusion	12
EXHIBIT A		13
	SIGNATURE AND ACKNOWLEDGEMENT OF ADDENDUM FORM	13
EXHIBIT B.....		15
	SMALL BUSINESS ENTERPRISE (SBE) PROGRAM PARTICIPATION FORM	15
EXHIBIT C.....		19
	CERTIFIED SMALL BUSINESS ENTERPRISE POINTS REQUEST FORM FOR RFP's	19
EXHIBIT D		20
	CORPORATE RESOLUTION GRANTING SIGNING AUTHORITY	20
EXHIBIT E.....		22
	ALACHUA COUNTY GOVERNMENT MINIMUM WAGE (GMW) FORM	22
EXHIBIT F.....		23
	VOLUME OF PREVIOUS WORK SUMMARY	23
EXHIBIT G		24
	PROPOSED SUBCONTRACTORS (NON-SMALL BUSINESS ENTERPRISE) FORM	24
EXHIBIT H		25
	DRUG FREE WORKPLACE	25
EXHIBIT I.....		26
	PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION	26
EXHIBIT J.....		27
	TYPE "B" INSURANCE REQUIREMENTS	27
	"Professional or Consulting Services"	27
EXHIBIT K		28
	AGREEMENT FOR CONTRACTUAL SERVICES	28

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS
REQUEST FOR PROPOSALS #20-96

FOR THE PROVISION OF **Annual Laboratory Analysis Services**

1.0 **GENERAL PROVISIONS**

1.1 **Purpose**

Alachua County Board of County Commissioners is seeking proposals from licensed professionals (hereinafter, referred to as Contractors) for the provision of **Annual Laboratory Analysis Services** for the benefit of **Environmental Protection 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), 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, Government Minimum Wage Form, Corporate Resolution Granting Signing Authority and Authority to Conduct Business Drug Free Workplace Form, Signature and Acknowledgement of Addendum Form, Proposed SubContractors 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 Contractor 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**.

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

-an original submittal;

-four (4) electronic copy (pdf format); formatted as a single pdf document and must include a table of contents with page numbers. Major sections of the proposal must be bookmarked and linked to the table of contents. The submittal text (including Exhibits) shall be page numbered.

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 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, "**20-96: Annual Laboratory Analysis Services**," and deliver not later than **2:00 pm, Wednesday, May 22, 2019**, to the attention of:

HAND DELIVER OR MAILED TO:

Alachua County Division of Procurement, 3rd 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 Contractor 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 Contractor if a selected Contractor 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 Contractor is unavailable during the initial thirty-day period.

1.4 **Consideration of Proposals**

Proposals will be considered from Contractors normally engaged in providing and performing services as specified herein. The Contractor 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 Contractor may withdraw his proposal by email, 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 Contractors 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 Contractors, either orally or in writing.

1.8 **Inquiries/Questions**

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

Mandy Mullins
Alachua County Division of Procurement, 3rd 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 Contractor 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 Contractor 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 Contractors, 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 Contractor 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 Contractor and the County will be initiated by the County's Division of Procurement in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Communications initiated by a Contractor to anyone other than the appropriate Procurement Representative may be grounds for disqualifying the offending Contractor from consideration of award of the proposal being evaluated and/or any future proposal.
- 1.9.2 It will be the responsibility of the Contractor 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.

1.10 **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 I, 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 Contractor'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 Contractor of complete performance under the contract.

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

- 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**, **should** 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 should **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), should 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 Contractor is a certified Small Business Enterprise (SBE) and provides for the allocation of points when the Contractor 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 **Corporate Resolution Granting Signing Authority and Authority to Conduct Business**

1.13.1 **Exhibit D**

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

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

1.14.1.1 A contractor or subcontractor of the County providing a covered service to the County shall pay to all of its covered employees an Alachua County Government Minimum Wage of either the health benefit wage and provide health benefits or pay a non-health benefit wage.

1.14.1.2 Alachua County Government Minimum Wage (GMW) for this contract will be:

1.14.1.2.1 **\$13.50** per hour with qualifying health benefits amounting to at least **\$2.10** per hour

1.14.1.2.2 **\$15.60** per hour without health benefits

1.14.2 The GMW rates are indexed (health benefit wage shall be recalculated on October 1st of each year) in accordance with Chapter 22, Article III, of the Alachua County Code of Ordinances ("Wage Ordinance") and are effective as of April 22, 2016. Employees of **service contractors and subcontractors performing** the covered services pursuant to the following County service contracts must be paid not less than the GMW as specified above.

1.14.3 The contractor shall certify, **EXHIBIT E**, to the County that it will pay each of its covered employees the GMW, and ensure that it will require that of its subcontractors. Upon execution, the certification shall become an obligation under the contract.

1.14.4 The bidders shall be required to execute the certification attached as **EXHIBIT E**, prior to the County executing the contract. Once executed, such certification will become a part of the contract; however, failure to provide and sign **EXHIBIT D** will prevent execution of the contract, may result in forfeiture of any applicable bid or proposal bond, and could result in other adverse action.

1.14.5 During the performance of this contract, the Contractor agrees as follows:

1.14.5.1 The Contractor shall comply with the Chapter 22, Article III, of the Alachua County Code of Ordinances ("Wage Ordinance") requirements. Failure to do so shall be deemed a breach of contract

and shall authorize the County to withhold payment of funds until the GMW requirements have been met.

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

1.15 **Local Firms Location Points**

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

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

- 1.15.1.1.1 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 the Procurement Division; and
- 1.15.1.1.2 Holds all business licenses required by the State, County or a City within the County; and
- 1.15.1.1.3 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.
- 1.15.1.1.4 Vendors must certify their local base firm status on the Signature and Acknowledgement of Addendum Form, **EXHIBIT A**.

1.16 **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 Contractor, supplier, subContractor, or Contractor 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.

1.17 **Drug Free Workplace**

Section 22.09 Competitive Sealed Bidding of the Alachua County Procurement 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 H**, secondly to certified Small Business Enterprises (SBEs) bidders.

1.18 **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: 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.

SCOPE OF SERVICES

The services requested, herein, are for **Annual Laboratory Analysis Services**.

3.1 General Requirements:

The Contractor(s) selected will provide the following services, including but not limited to:

3.1.1 **Subcontractors** - The majority of the work (greater than 75% based on the cost estimate) shall be performed by the Contractor.

3.1.2 **Certification** - The Contractor and any subcontractor generating environmental data shall hold a primary or secondary National Environmental Laboratory Accreditation Program (NELAP) certification from the Department of Health (DOH) Environmental Laboratory Certification Program (ELCP). Such certification (renewed annually) shall be for the test method and the analyte(s) being measured. Laboratories shall ensure proficiency in the fields of accreditation (matrix/method/analyte) as per 64E-1 of the Florida Administrative Code (FAC).

3.2 Contractor's Reporting Limit

3.2.1 The minimum limit reported by the Contractor in compliance with the Contractor's NELAP compliant Quality Assurance Program as set forth in the Florida Department of Environmental Protection (DEP) Quality Assurance (QA) Rule, Chapter 62-160, Florida Administrative Code and DEP Standard Operating Procedures (SOPs) effective 4/16/2018.

3.3 Project Overview

3.3.1 The majority of the services performed by the awarded vendor(s) will involve analyses of environmental samples collected by the Alachua County Environmental Protection Department (ACEPD), including: (1) samples of wastewater (reclaimed water) from sewage treatment plants, (2) ambient surface water samples, (3) groundwater, and (4) special projects analyses.

3.3.2 These four requirements are part of an ongoing program that, for purposes of this request for proposal (RFP), would require laboratory services to begin on or about October 1, 2019. All environmental monitoring projects are conducted on an as needed basis or as monetary funds are available for this program. ACEPD will be conducting monitoring of wastewater treatment plant effluent (or influent), ambient surface waters, and ambient groundwater. Sampling frequency and the number of sites are subject to change at ACEPD's discretion. Refer to Exhibits A-1A and A-1B for the parameter listings and A-2 for the projected monitoring quantities. Special projects may include, but are not limited to, laboratory services associated with petroleum contamination, landfill monitoring, site evaluations, Phase I & II evaluations, routine compliance monitoring, stormwater, illicit discharges to the stormwater system, and contamination assessment. Sample matrices for special projects may include, but are not limited to, air, soil, sediment, water, sludge, and biota.

3.3.3 There are currently 16 wastewater treatment plants in Alachua County. Thirteen of the 16 plants will be inspected and effluent samples will be obtained quarterly over a two-day period. Three plants are inspected and may be monitored annually.

3.3.4 There are currently 21 surface water sampling stations in the Orange Creek Basin and 8 stations in the Santa Fe River Basin portion of Alachua County which are sampled quarterly over a five to six day period. There are two lake sites that may be monitored quarterly along with of surface water sampling or as a separate one-day period. Additionally, 18 other surface water sites are sampled for *Escherichia coli* (*E. coli*) bacteria on one day or split between two days each quarter as part of Hot Spots monitoring.

3.3.5 There are currently 14 groundwater wells sampled by Alachua County, most of the wells are located in the Santa Fe River Basin portion of Alachua County. Wells are now sampled semi-annually. Samples are typically obtained over a three to four-day period.

3.3.6 ACEPD has two Hach 2100-Q Portable Turbidimeters and one Hach Pocket Colorimeter II chlorine meter. All meters will be brought (or shipped) to the laboratory quarterly to be calibrated following the requirements of DEP SOPs effective 4/16/2018.

3.3.7 The primary function required is to provide laboratory analysis of samples in conjunction with wastewater, groundwater, and surface water monitoring. The special projects analysis will entail a vast range of analytes and matrices. We have no estimate of parameter coverage or sampling frequency due to the nature of the work.

3.4 Service Specifications

3.4.1 **Wastewater, Groundwater, and Surface Water Analyses:** Contractor shall perform laboratory services for monitoring of wastewater treatment plant effluent, influent, groundwater, and ambient surface waters. Services will include, but not be limited to, furnishing sample containers, labels, preservatives, coolers, and chain-of-custody forms; performing analyses on wastewater effluent, influent, groundwater, and surface

water samples; submitting analytical results with method QAQC data to ACEPD, and conducting all work in accordance with the Contractor's Florida DOH laboratory certification and/or NELAP compliant Quality Assurance Program.

- 3.4.2 All laboratory analyses for nitrogen species must be analyzed by the primary contracting laboratory, unless prior approval is given by ACEPD to subcontract these services. Total nitrogen must be calculated using nitrogen data analyzed by one laboratory (i.e. - TKN from a sub-contracted laboratory cannot be added to NO_x values from another laboratory to calculate TN). The reporting limit for un-ionized ammonia must be <0.02 mg/L.
- 3.4.3 All laboratory analyses for a given project must be performed by the same laboratory. Where multiple laboratory locations or subcontract laboratories are used they must remain the same throughout the project, unless prior approval is given by ACEPD.
- 3.4.4 All reporting limits must meet or be less than State Water Quality Standards set forth in F.A.C. 62-302, 62-550, 62-777 and other applicable state rules and federal guidelines.
- 3.4.5 The laboratory shall follow and report, at a minimum, the quality control requirements specified by each method. Any QAQC issues or exceedances shall be explained as part of the submitted results. If no quality control requirements are listed in the method, DEP requirements and guidelines shall be followed.
- 3.4.6 All microbiological analyses for *E. coli* or fecal coliform must be conducted using membrane filter methodologies.
- 3.4.7 The Contractor shall prepare analytical results in a PDF and in an Excel file format and electronically submit to the ACEPD Project Manager or designee. Contractor must submit separate data for each facility or site for wastewater treatment plant monitoring. Submittals must include all of the information required in the attached Excel spreadsheet (Exhibit A-3). The reporting format is subject to change at ACEPD's discretion. Results for a given sampling event must be transmitted to the ACEPD within two weeks of receipt of the samples, unless an alternative schedule is agreed upon by ACEPD and the contractor. Submittal of preliminary *E. coli* and other microbiology analysis results is required within 2 business days of receipt of the samples.
- 3.4.8 Although sample collection will normally be performed by the ACEPD, in the event the ACEPD is unable to conduct sampling, the Contractor may be required to provide all or part of this service. This may include collection of wastewater effluent, influent, groundwater, and surface water, and determining field parameters such as total residual chlorine (for wastewater effluent) and pH, water temperature, dissolved oxygen, turbidity and specific conductance (for groundwater and surface water). Sample collection and handling will be conducted in accordance with DEP SOPs effective 4/16/2018.
- 3.4.9 All project shipping costs shall be the responsibility of the contractor. This includes shipping empty containers to ACEPD and the return sample shipment to the laboratory for analyses. The proposed method(s) (e.g. courier, bus, overnight service, etc.) for shipment of empty sample containers and return sample shipment shall be provided.

3.5 **Special Projects Analyses**

Work consists of performing laboratory services for special projects. Projects may include, but are not limited to, laboratory services associated with petroleum contamination, landfill monitoring, site evaluations, routine compliance monitoring, and contamination assessment. Sample matrices for projects may include, but are not limited to, air, soil, sediment, water, sludge, and biota. Although sample collection will normally be performed by ACEPD, we reserve the option of requesting the Contractor(s) to perform the sample collection if and when required.

3.6 **Supplemental Information**

Upon the County's request each potential Contractor shall submit detailed data and specifications on the various items of equipment and procedures to be used in performing the required services. This may include the make, model number and age of equipment, calibration records, raw data sheets, accuracy/precision data, and other pertinent information.

3.7 **Latest Revisions**

Whenever reference is made to a code, specifications, manual, standard or other technical publication, it shall be understood that the latest revision will govern such reference.

3.8 **Unannounced Laboratory Visits**

County will reserve the option to visit laboratory(s) at any time during selection of a Contractor to perform laboratory services, the initial contract period, and any renewal periods thereafter.

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 **Submittals**
The Contractor(s) shall submit one hard copy and four (4) electronic copies of information in the following order. Submittals shall be formatted as a single pdf document and must include a table of contents with page numbers. Major sections of the proposal must be bookmarked and linked to the table of contents. The submittal text (including Exhibits) shall be page numbered. The maximum number of pages for each of the criteria listed below shall be strictly adhered to. The County reserves the right to reject any and all proposals that do not follow the organization criteria requested herein.
- 4.2 **Letter of Interest (one page maximum)**
Contractors should include a letter indicating the Contractor's interest in and knowledge of the project and willingness to provide the services.
- 4.3 **Project Understanding and Approach (one page maximum)**
This section should include a narrative necessary to show that the Contractor has an understanding of the scope and objectives to be performed in this project. The Contractor 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 Contractor during the project period.
- 4.4 **Contractor'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 Contractor and knowledge of local government.
- 4.4.1 Summary of the Contractor's current workload and ability to satisfy the County requirements **(one page maximum)**.
- 4.4.2 A brief statement shall be included, on the Contractor's background, organization and size **(one page maximum)**.
- 4.4.3 The one person designated to act as primary liaison between the Contractor and the County. In addition, an alternate must be designated to act in the temporary absence of the primary liaison.
- 4.4.4 If any services are to be subcontracted, then those Contractors must be identified. Qualifications of any sub-Contractor(s) and resumes of the individual(s) assigned to the projects are to be furnished as part of the submittal.
- 4.4.5 Contractors shall demonstrate experience in the scope of services required herein. Describe in detail any prior experience.
- 4.5 **Ability of Contractor's Professional Personnel**
- 4.6 **Ability to Meet Time and Budget Requirements (one page maximum)**
- 4.7 **Effect of Project Team Location on Project Responses (one page maximum)**
- 4.8 **Appendix**
The Appendix should include the following information:
- 4.8.1 Signature and Acknowledgement of Addendum Form **EXHIBIT A**
- 4.8.2 Completed Small Business Enterprise Program Participation Form, if applicable **EXHIBIT B**.
- 4.8.3 Certified Small Business Enterprise Points Request Form **EXHIBIT C**.
- 4.8.4 Corporate Resolution Granting Signing Authority and Authority to Conduct Business **EXHIBIT D**.
- 4.8.5 Alachua County Government Minimum Wage (GMW) Form **EXHIBIT E**.
- 4.8.6 Completed Volume of Previous Work Summary Form **EXHIBIT F**.
- 4.8.7 Proposed Subcontractors (Non-Small Business Enterprise) **EXHIBIT G**.
- 4.8.8 Completed Drug Free Workplace Form, if applicable **EXHIBIT H**.
- 4.8.9 Public Record Declaration or Claim of Exemption Form **EXHIBIT I**.
- 4.8.10 Insurance Requirements **EXHIBIT J**.
- 4.8.11 Copy of current Alachua County Small Business Certification, where applicable.
- 4.8.12 A statement of the Contractor's equal opportunity policies and practices.
- 4.8.13 List of five (5) verifiable clients where similar laboratory services were performed. The list shall include three (3) verifiable clients where laboratory services for wastewater, groundwater, and/or surface water monitoring projects have been completed or are in progress:
- 4.8.13.1 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.
- 4.8.13.2 The name(s) of the Manager or key staff person(s) who worked on the project.

- 4.8.13.3 A copy of the selected Contractor's current Florida Professional Registration Certificate, if applicable.
- 4.8.13.4 A copy of the Contractor's current DOH/NELAP Laboratory Certification for all analytes of interest. Contractor shall include the listing of parameters and methodologies certified and reporting limits for the primary laboratory proposed to conduct the routine surface water, groundwater, and wastewater laboratory analyses.
- 4.8.13.5 A copy of the Contractor's most recent NELAP compliant Quality Assurance Program audit (On-site Assessment) for the laboratory or primary laboratory location, in the case of multiple locations, proposed to conduct the routine surface water, groundwater, and wastewater laboratory analyses.
- 4.8.13.6 A copy of the Contractor's most recent Proficiency Tests report data for all analytes of interest for water supply (WS) and environmental water (water pollution, WP), soil, and underground storage tanks (UST) categories for the laboratory/location proposed to conduct the routine surface water, groundwater, and wastewater laboratory analyses.

5.0 **RFP SELECTION PROCEDURES**

The Contractor selected to provide the services described herein will be selected from the qualified Contractors 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 Contractor 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 Contractors 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**

The Technical Qualifications will assess each responding Contractor's ability based on experience and qualifications of key staff members, the Contractor's capability of meeting time and budget requirements, whether a Contractor is a certified Small Business Enterprise, volume of work to the County, and the Contractor'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.

6.2 **Written Proposal**

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.

6.3 **Oral Presentation (Optional)**

Oral presentation should address both the technical qualifications of the Contractor and their approach to the project.

Importance is given to the Contractor'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 Contractor's approach to the project. The role of any subcontracted Contractor 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."

6.4 **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 Contractor shall accept full responsibility for the work as described herein.

7.1 **Insurance Requirements**

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

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.

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 Contractor 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, **2021** 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 Contractor shall obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

The selected Contractor shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated in the proposal. The selected 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. Ignorance on the part of the selected Contractor will in no way relieve it of responsibility.

The selected Contractor 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) Contractor as determined to be in the best interest of the County.

8.8 **Assignment of Interest**

Any individual or Contractor 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 Contractor.

The County may terminate the contract without cause by first providing at least 24 hours written notice to the selected Contractor 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 Contractor. The County shall be the final authority as to the availability of funds.

8.12 **Successors and Assigns**

The County and selected 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, and any assignment or transfer by the selected Contractor 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 Contractor, nor shall it be construed as giving any right or benefit hereunder to anyone other than the County or the selected Contractor.

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 Contractor**

In the performance of this agreement, the 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. The Contractor shall be solely responsible for the means, method, technique, sequences, and procedures utilized by the Contractor in the full performance of the agreement.

8.15 **Collusion**

8.15.1 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, Contractors 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 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.

SIGNATURE AND ACKNOWLEDGEMENT OF ADDENDUM FORM

RFP NUMBER: **20-96**

PROPOSAL OPENING DATE: **2:00 pm, Wednesday, May 22, 2019**

RE: **Annual Laboratory Analysis Services**

PLACE OF RFP OPENING: **Alachua County Division of Procurement, 3rd Floor**
County Administration Building
12 SE 1st Street
Gainesville, Florida 32601-6983

INSTRUCTIONS FOR PRICE SHEET COMPLETION: Vendors must type their bids into the Excel document (*tabs labeled Exhibit A-1A, Exhibit A-1B, Exhibit A-2, Exhibit A-3*), print a hard copy, sign it, and submit both the Excel copy (**saved on Flash Drive**) AND the hard copy with their submittal. **Failure to provide the information requested in your pricing sheets and electronic pricing sheet may result in rejection of the proposal.**

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

Local Based Firms per Section 1.14, 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 1.14.
<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: 20-96: Annual Laboratory Analysis 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 NUMBER: 20-96: Annual Laboratory Analysis 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, 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 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 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 Bid)	\$ _____ % (Est \$ Value) (Est % of Total Bid)
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 Bid)	\$ _____ % (Est \$ Value) (Est % of Total Bid)
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 Bid)	\$ _____ % (Est \$ Value) (Est % of Total Bid)

RFP NUMBER: 20-96Annual Laboratory Analysis Services

OPTION 4

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

In accordance with Section 22.36, 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 **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:		

RFP NUMBER: 20-96: Annual Laboratory Analysis 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 RFP opening) the Division of Procurement 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 Contractor is a certified Small Business Enterprise (SBEs) and provides for the allotting of points where the Contractor 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 Contractor if the Contractor 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 Contractor.	15 pts																														
<p>Eight (8) to thirteen (13) points are awarded if the Contractor 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 Contractor who has committed to meet the percentage participation goal of 15% as established by the Board of County Commissioners and the Contractor 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																														

(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
_____	_____
_____	_____
_____	_____
_____	_____

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 Purchasing Manager of Alachua County. Any revocation, modification or replacement of these resolutions must be accompanied by documentation satisfactory to the Purchasing 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)

ALACHUA COUNTY GOVERNMENT MINIMUM WAGE (GMW) FORM

RFP 20-96: Annual Laboratory Analysis Services

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

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

1.	<input type="checkbox"/> Employees involved with Alachua County projects are paid a minimum of \$13.50 hourly and are provided health benefits?
2.	<input type="checkbox"/> Employees involved with Alachua County projects are paid a minimum of \$15.60 hourly but are not provided health benefits?

Bidder: _____ Company: _____

Authorized Signature: _____ Title: _____

Clearly Print Name: _____ Phone: _____

Email Address: _____

VOLUME OF PREVIOUS WORK SUMMARY

Volume of previous work will be determined by the actual fees rendered to the Contractor by Alachua County. These fees are based on actual payments made to the Contractor and are retrieved from the County's electronic accounting system. Only a portion of these fees 9 (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: 20-96: Annual Laboratory Analysis 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	Name of Contractor
Address	Address
Scope of Work to be Performed	Scope of Work to be Performed
\$ _____ % (Total \$ Value) (% of Total Bid/RFP)	\$ _____ % (Total \$ Value) (% of Total Bid/RFP)
Name of Contractor	Name of Contractor
Address	Address
Scope of Work to be Performed	Scope of Work to be Performed
\$ _____ % (Total \$ Value) (% of Total Bid/RFP)	\$ _____ % (Total \$ Value) (% of Total Bid/RFP)
Name of Contractor	Name of Contractor
Address	Address
Scope of Work to be Performed	Scope of Work to be Performed
\$ _____ % (Total \$ Value) (% of Total Bid/RFP)	\$ _____ % (Total \$ Value) (% of Total Bid/RFP)
Name of Contractor	Name of Contractor
Address	Address
Scope of Work to be Performed	Scope of Work to be Performed
\$ _____ % (Total \$ Value) (% of Total Bid/RFP)	\$ _____ % (Total \$ Value) (% of Total Bid/RFP)
Name of Contractor	Name of Contractor
Address	Address
Scope of Work to be Performed	Scope of Work to be Performed
\$ _____ % (Total \$ Value) (% of Total Bid/RFP)	\$ _____ % (Total \$ Value) (% of Total Bid/RFP)

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

DRUG FREE WORKPLACE

Section 22.09 Competitive Sealed Bidding of the Alachua County Procurement 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 Procurement 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, 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 "B" INSURANCE REQUIREMENTS
"Professional or Consulting Services"

Contractor shall procure and maintain for the duration of the 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, his agents, representatives, employees or subcontractors.

I. 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.

I. 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.

II. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY.

- A 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.
- B 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.

III. PROFESSIONAL LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O).

Professional (E&O) Liability must be afforded for not less than \$1,000,000 each claim, \$1,000,000 policy aggregate

IV. OTHER INSURANCE PROVISIONS.

- A The policies are to contain, or be endorsed to contain, the following provisions:
- B Commercial General Liability and Automobile Liability Coverages
 - 1 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; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.
 - 2 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's insurance and shall be non-contributory.
- C All Coverages
 - 1 The Contractor 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.

V. SUBCONTRACTORS

Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

CERTIFICATE HOLDER:

Alachua County Board of County Commissioners

AGREEMENT FOR CONTRACTUAL SERVICES

This Agreement is entered into this _____ day of _____, 20____ between Alachua County, Florida, a political subdivision and Charter County of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and _____, doing business at _____ hereinafter referred to as "Contractor" (collectively hereinafter County and Contractor referred to as "Parties")

WITNESSETH

WHEREAS, the County issued Bid or RFP # _____ seeking Contractors to furnish _____, in Alachua County, Florida, for the benefit of _____; and

WHEREAS, after evaluating and considering all timely responses to Bid or RFP # _____, the County identified the Contractor as the top ranked firm; and

WHEREAS, the County desires to employ the Contractor to provide the services described in Bid or RFP # _____ and the Professional desires to provide such services to the County in accordance with the terms and conditions set forth herein; and

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

1. **Term.** 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 Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Therefore, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes, and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.

2. **Duties of the Contractor.** The Contractor shall have and perform the following duties, obligations, and responsibilities to the County as provided in **Exhibit "1."**

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

Contractor Name

Address

City/State/ZIP

Except as otherwise authorized in Section 4.1, the County shall not pay or reimburse the Contractor for any expenses incurred by the Contractor to perform the Work.

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 §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 Except as otherwise authorized in Section 4.1, the County shall not pay or reimburse the Contractor for any expenses incurred by the Contractor to perform the Work.

IF SERVICES PROVIDED BY CONTRACTOR ARE EXEMPT UNDER THE ALACHUA COUNTY MINIMUM WAGE ORDINANCE, DELETE PARAGRAPH 5 BELOW

5. Alachua County Minimum Wage:

- 5.1. The Work performed through this Agreement is considered covered services under Chapter 22, Article III, of the Alachua County Code of Ordinances (“Wage Ordinance”), which establishes a government minimum wage for certain contractors and subcontractors providing selected services to Alachua County government. “Covered Employees,” as defined in Sec. 22.45 of the Wage Ordinance, are those employees directly involved in providing covered services pursuant to this Agreement.
- 5.2. Current required Alachua County Government Minimum Wage is \$13.50 per hour when health benefits are provided at the equivalent value of \$2.10 per hour and \$15.60 when health benefits are not provided (collectively, the “Minimum Wage”).
- 5.3. The County may amend the applicable Minimum Wage on or before October 1st of each year.
- 5.4. The Contractor must provide certification, **Exhibit 4**, to the County that it pays each of its employees the Alachua County Government Minimum Wage, as well as ensuring that it will require the same of its subcontractors throughout the duration of the Agreement
- 5.5. The Contractor shall prominently display a copy of the Wage Ordinance where it is easily seen by covered employees and supply to covered employees upon request. Additionally, the Contractor is responsible to make any person submitting

a bid for a subcontract for covered services aware of the requirements

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

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

6. **Duties of the County**. The County shall have and perform the duties, obligations, and responsibilities to the Contractor as provided in **Exhibit "2"**

7. **Personnel**. (OPTIONAL)

7.1. 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

(list)

FUNCTION

(list)

7.2. 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.

8. **Notice**. Except as otherwise provided in this Agreement, all notices to be provided under this Agreement from either party to the other party must be by one of the following methods: (i) in writing and sent by certified mail, return receipt requested, (ii)

by personal delivery with receipt, or (iii) via electronic mail. All notices shall be deemed two (2) business days after mailing, unless deliver is by personal deliver in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, Contractor's and County's representatives are:

County:

Title
Department
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. "Jess" Irby, Esq.		Procurement Division
Clerk of the Court		12 SE 1 st Street
12 SE 1 st Street	and	Gainesville, Florida 32601
Gainesville, FL 32602		Attn: Contracts/Grants
ATTN: Finance and Accounting		

9. Default and Termination.

9.1. 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.

- 9.2. The County may also terminate the Agreement without cause by providing written notice to the Contractor (hereinafter, "Termination for Convenience"). The County Manager is authorized to provide written notice of Termination for Convenience on behalf of the County. Upon such notice, Contractor will immediately discontinue all Work 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 Annual Contract Price 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.
- 9.3. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four (24) 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 delivery of notice of termination. In the event of such Termination, Contractor's recovery against County shall be limited to that portion of the Annual Contract Price 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.

10. Project Records.

10.1 General Provisions:

10.1.1 Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per §119.011(12), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.

10.1.2 In accordance with §119.0701, Florida Statutes, the Professional or Contractor (referred hereinafter in all of the "Project Records" section collectively as "Professional"), *when acting on behalf of the County*, as provided under §119.011(2), Florida Statutes, shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Professional or 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.

10.1.3 Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Professional does not transfer the records to the County.

10.2 Confidential Information:

10.2.1 During the term of this Agreement or license, the Professional may claim that some or all of Professional's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Professional in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Professional shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the information properly identified by the Professional as "Confidential Information" or "CI."

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

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

10.4 Compliance: A Professional who fails to provide the public records to the County within a reasonable time may be subject to penalties under §119.10, Florida Statutes.

IF THE PROFESSIONAL OR CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY REPRESENTATIVE

11 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 **Exhibit "3"**. A current Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as **Exhibit "3-A"**

12 Permits. The Contractor will obtain and pay for all necessary permits, permit

application fees, licenses, or any fees required.

13 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.

14 Indemnification.

14.1 To the maximum extent permitted by Florida law, the Contractor shall indemnify and hold harmless the County and its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. 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.

14.2 The Contractors obligation to indemnify 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.

14.3 This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Contractor.

14.4 In any and all claims against the County or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts or employee benefit acts.

14.5 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.

15. 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.

16. 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.

17. **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.

18. **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.

19. **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.

20. **Third Party Beneficiaries.** This agreement does not create any relationship with, or any rights in favor of, any third party.

21. **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

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

23. **Governing Law and Venue.** This agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

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

25. **Amendments.** The parties may amend this Agreement only by mutual written agreement of the parties.

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

27. **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.

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

29. 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. "Jess" Irby, Esq., Clerk
(SEAL)

Alachua County Attorney's Office

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

PROFESSIONAL

ATTEST (By Corporate Officer)

By: _____

Print: _____

Title: _____

By: _____

Print: _____

Title: _____

Date: _____

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

FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER THE PURCHASING/PROCUREMENT SECTION.

EXHIBIT 1: SCOPE OF SERVICES

SAMPLE

EXHIBIT 2: DUTIES OF THE COUNTY

SAMPLE

EXHIBIT 3: INSURANCE REQUIREMENTS

SAMPLE

EXHIBIT 3-A: CERTIFICATE OF INSURANCE

SAMPLE

EXHIBIT 4: Certification of Meeting Alachua County Wage Ordinance

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

Corporate Name:

Address

City/State/Zip

Phone Number

Point of Contact _____

Project Description:

CONTRACTOR

ATTEST (By Corporate Officer)

By: _____

Print: _____

Title: _____

By: _____

Print: _____

Title: _____

Date: _____

**INCORPORATED OR ARE OTHERWISE NOT A NATURAL PERSON, PLEASE
PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE**

RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS. IF A NATURAL PERSON, THEN YOUR SIGNATURE SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER THE PURCHASING/PROCUREMENT SECTION

SAMPLE