

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS



REQUEST FOR PROPOSALS

RFP #19-915

Behavioral Energy Savings Program

RFP Submittal Deadline:
2:00 pm, Wednesday, April 17, 2019

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

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

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ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS
REQUEST FOR PROPOSALS #19-915

FOR THE PROVISION OF **BEHAVIORAL ENERGY SAVINGS PROGRAM**

1.0 **GENERAL PROVISIONS**

1.1 **Purpose**

Alachua County Board of County Commissioners is seeking proposals from professionals (hereinafter, referred to as Consultants) for delivering turnkey comprehensive behavioral energy management services.

1.2 **Proposal Submission**

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

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

All printed and photocopied documents related to the submission of this RFP and fulfillment of any resulting contract shall be double-sided and printed on recycled paper with a **minimum of 100% post-consumer content**.

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

- an original submittal
- one (1) electronic copy (pdf format)

NOTE: If you believe that any portion of your response is exempt from disclosure as a public record, that exempt material must be submitted in a separate envelope with the required 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, "**19-915: Behavioral Energy Savings Program**," and deliver not later than **2:00 pm, Wednesday, April 17, 2019**, to the attention of:

HAND DELIVER OR MAILED TO:

Alachua County 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 Consultant and shall not be chargeable in any manner to Alachua County.

1.3 **Acceptance/Rejection of Proposals**

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

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

Alachua County reserves the right to accept or reject any or all proposals in whole or in part, with or without cause, to waive technicalities, or to accept proposals or portions thereof which, in the County's judgment, best serve the interests of the County, or to award a contract to the next most qualified Consultant if a selected Consultant does not execute a contract within ninety (90) days after the award of the proposal.

The ninety (90) days period may be extended an additional twenty (20) days where the selected Consultant is unavailable during the initial ninety (90) days period.

1.4 **Consideration of Proposals**

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

1.5 **Proposal Withdrawal**

Any Consultant may withdraw his proposal by 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 Consultants to ensure that they have all information necessary to affect their proposals.

1.7 **Request for Clarification**

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

1.8 **Inquiries/Questions**

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

Darryl R. Kight, CPPB
Alachua County Procurement, 3rd Floor
County Administration Building
12 SE 1st Street
Gainesville, Florida 32601-6983
(352)374-5202 (Phone)
(352)491-4569 (Fax)
Email: dkight@alachuacounty.us

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

1.9 **Contact with Members of the Professional Services Evaluation Committee**

To ensure fair consideration for all Consultants, the County prohibits communication to or with any department, employee, elected official, or anyone evaluating or considering the proposals during the submission process, except as provided in Section 1.8 and 1.9.1. Additionally, the County prohibits communications initiated by a Consultant to any department, employee, elected official, or anyone evaluating or considering the proposals prior to the time an award decision has been made.

1.9.1 Any communication between Consultant and the County will be initiated by the County's Procurement in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Communications initiated by a Consultant to anyone other than the appropriate Procurement Representative may be grounds for disqualifying the offending Consultant from consideration of award of the proposal being evaluated and/or any future proposal.

- 1.9.2 It will be the responsibility of the Consultant to contact the County's 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 G, PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION**.

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

1.11 **Examination of Request for Proposals**

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

1.12 **Small Business Enterprise (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 Every competitive bid or proposal, if not submitted by a certified Small Business Enterprise (SBE), should demonstrate good faith efforts to utilize SBE as subcontractors. Unless your company will perform all the work and no subcontractors will be utilized. The Equal Opportunity Division maintains a directory of certified SBE's. The Alachua County Small Business Enterprise Directory is available at: <http://smallbusdir.alachuacounty.us/>
- 1.12.7.2 The Equal Opportunity Division shall determine what constitutes a "good faith effort" for purposes of contractor compliance with contractual requirements relating to the use of services or commodities of a certified SBE's, under Section 22.36, Alachua County Code 06-28. The following factors shall be considered in making such determination:
- 1.12.7.2.1 Whether the Contractor contacted SBEs listed in the Alachua County Small Business Enterprise Directory concerning contracting opportunities and provided them with adequate information about the plans, specifications and requirements of the contract.
- 1.12.7.2.2 Whether the Contractor negotiated in good faith with interested SBEs, not rejecting them as unqualified without sound reasons based on a thorough review of their capabilities.

- 1.12.7.2.3 Whether the Contractor selected portions of the work to be performed by SBEs in order to increase the likelihood of meeting the 15% participation goal, including breaking the contract down into economically-feasible units.
 - 1.12.7.2.4 The Contractor will be expected to furnish documents substantiating compliance with good faith effort requirements, **EXHIBIT B**.
 - 1.12.8 **RFPs Certified Small Business Enterprise Points Request Requirements**
 - 1.12.8.1 The Technical Qualifications Evaluation phase of the Professional Services Evaluation Process assesses whether a Consultant is a certified Small Business Enterprise (SBE) and provides for the allocation of points when the Consultant includes in its submittal a request for points allowed for Alachua County's Certified SBEs' participation in accordance with the options listed in **EXHIBIT B** and provides the necessary documentation to substantiate such request.
 - 1.12.8.2 Vendors requesting SBE certification points should complete the Certified Small Business Enterprise Points Request Form for RFPs, **EXHIBIT B**.
- 1.13 **Alachua County Government Minimum Wage (GMW)**
 - ☒ **THIS CONTRACT IS A COVERED SERVICE.**
 - 1.13.1 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.
 - 1.13.1.1 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.
 - 1.13.1.2 Alachua County Government Minimum Wage (GMW) for this contract will be:
 - 1.13.1.2.1 **\$13.50** per hour with qualifying health benefits amounting to at least **\$2.10** per hour
 - 1.13.1.2.2 **\$15.60** per hour without health benefits
 - 1.13.2 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.
 - 1.13.3 The contractor shall certify, **EXHIBIT D**, 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.
 - 1.13.4 The bidders shall be required to execute the certification attached as **EXHIBIT D**, 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.
 - 1.13.5 During the performance of this contract, the Contractor agrees as follows:
 - 1.13.5.1 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.
 - 1.13.5.2 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.
- 1.14 **Local Firms Location Points**
 - 1.14.1 This factor provides points to local firms who have an established local presence and staff that will be directly involved in the project.
 - 1.14.1.1 Firm is considered to be local based upon meeting the following criteria:
 - 1.14.1.1.1 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; and
 - 1.14.1.1.2 Holds all business licenses required by the State, County or a City within the County; and
 - 1.14.1.1.3 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.

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

1.15 **Public Entity Crimes**

A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Consultant, supplier, subconsultant, or Consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.16 **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 F**, secondly to certified Small Business Enterprises (SBEs) bidders.

1.17 **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.

3.0 **SCOPE OF SERVICES**

3.1 **General Requirements**

The Consultant shall provide comprehensive behavior based energy conservation and management services that utilize energy specialist, engineers and other energy experts to supply on-site and remote services. Services provided may include but are not limited to organizational behavior change, staff training and technology to optimize existing systems, change the energy culture and substantially reduce energy consumption without requiring installation of new HVAC equipment, lighting, EMS controls or similar equipment.

3.2 **Minimum Qualifications**

Bidders must meet the following minimum qualifications:

- 3.2.1 Respondent shall have five (5) years or more experience as a firm delivering organizational behavioral energy conservation programs and services that are not dependent upon improvements or installation of energy efficient lighting, HVAC equipment or computerized controls systems.
- 3.2.2 Respondents should have completed at least 500 programs.
- 3.2.3 Respondent must provide a cloud-based analytics solution.
- 3.2.4 Respondent's program shall employ an independent, third party Measurement & Verification that adheres to International Performance Measurement and Verification Protocol (IPMVP) guidelines.
- 3.2.5 Proposed key personnel shall have verifiable behavioral energy conservation experience with similar clients, and include at least one (1) Professional Engineer and two (2) Association of Energy Engineers (AEE) Certified Energy Managers (CEMs).

4.0 **PROPOSAL REQUIREMENTS AND ORGANIZATION**

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

4.1 **Letter of Interest**

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

4.2 **Submission Section 1: Company Background**

4.2.1 **Company Overview**

Respondent shall provide a description of the entity that would enter an agreement with the Alachua County. At a minimum, the description should include the following:

- 4.2.1.1 Company History
- 4.2.1.2 Legal Name
- 4.2.1.3 Company Legal Structure
- 4.2.1.4 Federal Tax ID
- 4.2.1.5 Year Formed
- 4.2.1.6 State of Formation
- 4.2.1.7 Number of Employees
- 4.2.1.8 Markets
- 4.2.1.9 Websites/s
- 4.2.1.10 Primary Contact Person Name, Address, Phone, Email

4.2.2 **Project History**

Each proposer shall state whether they have ever defaulted on a project.

4.2.3 **Financial Stability**

Respondent shall state whether it, its parent company, or anticipated subcontractors have ever filed for bankruptcy. List all instances.

4.3 **Submission Section 2: Experience**

4.3.1 **Experience Overview**

Respondent shall provide an overview of experience with behavioral energy conservation projects. Provide the total number of behavioral energy conservation contracts, as well as the total number of behavioral energy conservation for governmental entities with at least one (1) million square feet of air conditioned space, total reported savings from all contracts, and average percent savings for all contracts, measured in compliance with International Performance Measurement and Verification Protocol (IPMVP) guidelines.

4.3.2 **References**

Respondent shall list at least twenty (20) current or completed similar contracts with a minimum of 20% overall savings to date. At least five (5) of the projects must be for governmental entities with at least 1 million square feet of air conditioned space for behavioral energy conservation. Include the following information, at a minimum:

- 4.3.2.1 Organization Name
- 4.3.2.2 Address
- 4.3.2.3 Program Manager
- 4.3.2.4 Organization Contact
- 4.3.2.5 Title
- 4.3.2.6 Phone
- 4.3.2.7 Email
- 4.3.2.8 Program Start Date
- 4.3.2.9 Savings to Date in Dollars
- 4.3.2.10 Savings Percent to Date
- 4.3.2.11 KBTU per square feet for baseline
- 4.3.2.12 KBTU per square feet for last performance year

4.4

Submission Section 3: Key Personnel

4.4.1 Key Personnel Overview

Respondent shall provide an overview of company leadership and key personnel experience and qualifications. The proposed key personnel shall have verifiable behavioral energy conservation experience with similar clients, and include at least one (1) Professional Engineer and two (2) Association of Energy Engineers (AEE) Certified Energy Managers (CEMs).

4.4.2 Key Personnel Resumes

Respondent shall provide the following information for bidder personnel as well as all potential subcontractors:

4.4.2.1 Describe the expertise of the overall company and key personnel.

4.4.2.2 List all relevant licenses.

4.4.2.3 Key Personnel resumes/bios shall include the following:

4.4.2.3.1 Hire Date

4.4.2.3.2 Education

4.4.2.3.3 Licenses & Certifications, including but not limited to AAE CEM

4.4.2.3.4 Relevant Experience

4.4.2.4 List whether Respondent uses subcontractors, and detail minimum requirements for subcontractor experience

4.4.3 Background Check for Criminal Justice Information Services

Criminal Justice Information Services (CJIS) background check If any work required by the Contract Documents that require the Contractor to enter the interior of the building, all personnel requiring access to the interior of the building shall be able to pass a Criminal Justice Information Services (CJIS) background check administered by Florida Department of Law Enforcement (FDLE). The contractor shall ensure all personnel requiring entry into the interior of the building is able to pass a CJIS background check; costs to ensure this requirement shall be borne by the Contractor. All employees requiring access into the interior of the building shall be fingerprinted at the Sheriff's office, complete CJIS training and agree to the background check a minimum of three (3) weeks prior to requiring access to the interior of the building.

4.4.4 Project Team Chart

Respondent shall provide a detailed project team organizational chart.

4.5

Submission Section 4: Services

4.5.1 Program Approach

Respondent shall detail its Program Approach to organizational behavioral energy conservation.

4.5.2 Implementation Plan

Respondent shall provide a typical Implementation Plan, including the following minimum elements:

4.5.2.1 Timeline

4.5.2.2 Communications Plan

4.5.2.3 Respondent Primary Contact

4.5.2.4 Training

4.5.2.5 Reporting

4.5.2.6 Requested Alachua County Responsibilities

4.5.2.7 End of Term Options

4.5.2.8 Proprietary Technologies (if any)

4.5.2.9 Energy Conservation Measurement & Verification Tool(s)

4.6

Submission Section 5: Measurement & Verification (M&V) Process

4.6.1 Energy Accounting Software

4.6.1.1 Confirm that the M&V Energy Software adheres to IPMVP Guidelines

4.6.1.2 Identify whether the software is provided by an independent third-party company

4.6.1.3 List a sampling of potential Baseline Adjustments

4.7 **Submission Section 6: Savings Projection & Program Fees**

Respondent shall provide a preliminary estimate of Alachua County's gross and net savings annually for the contract term. Respondent shall detail all fees due from Alachua County under the contract. Failure to account for fees included in the contract may disqualify the Response.

4.7.1 **Project Risks**

Respondent shall identify project risks and plans to mitigate each, including at a minimum:

- 4.7.1.1 Program Adoption & Training
- 4.7.1.2 On-Site Staff Management
- 4.7.1.3 Subcontractor Management & Performance
- 4.7.1.4 Timeline for Return on Investment (ROI)

4.7.2 **Additional Program Benefits**

Respondent shall detail additional program benefits.

4.8 **Submission Section 7: 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 Alachua County Government Minimum Wage (GMW) Form **EXHIBIT D**.
- 4.8.5 Completed Volume of Previous Work Summary Form **EXHIBIT E**.
- 4.8.6 Completed Drug Free Workplace Form, if applicable **EXHIBIT F**.
- 4.8.7 Public Record Declaration or Claim of Exemption Form **EXHIBIT G**.
- 4.8.8 Insurance Requirements **EXHIBIT H**.
- 4.8.9 Corporate Signature Authority Resolution **EXHIBIT I**.
- 4.8.10 Sample contract **EXHIBIT J**.
- 4.8.11 Copy of current Alachua County Small Business Certification, where applicable.
- 4.8.12 A statement of the Consultant's equal opportunity policies and practices.

5.0 **RFP SELECTION PROCEDURES**

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

5.1 **RFP Submittals**

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

5.2 **RFP Evaluation Committee**

The Evaluation Committee will evaluate the Technical Qualifications and Written Qualifications for each submittal in accordance with the evaluation criteria identified in Section 6.0.

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

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

5.3 **RFP Contract Negotiation**

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

SELECTION AND EVALUATION CRITERIA

The evaluation committee will evaluate the proposals as follows:

6.1 **Technical Qualifications and Other factors**

The Technical Qualifications will assess each responding Consultant's ability based on the criteria listed below.

| CRITERIA | MAXIMUM POINTS |
|--|----------------|
| Projected Net Savings | 40 |
| Documented history of at least 20% savings through organizational behavior energy conservation | 40 |
| Program and Implementation Plan | 40 |
| Company and Key Staff Qualifications | 25 |
| Measurement & Verification Methodology | 25 |
| Total | 170 |

6.2 **Other Factors**

The Other Factors to be considered, are location, Small Business Enterprise status, and volume of previous work awarded to Alachua County.

6.2.1 **Location = 10 points Maximum (Points provided by Procurement)**

This factor provides points to local firms who have an established local presence and staff that will be directly involved in the project. Consideration should be given to where the majority of the technical work is being produced and the capability of being responsive, particularly by key members of the project team.

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

- 1) Has a staffed and equipped office that has been engaged in the business solicited for in Alachua County for at least twelve (12) months prior to the advertisement of a Request for Proposal, Request for Qualifications, etc. by Procurement; and
- 2) Holds all business licenses required by the State, the County or a City within the County; and
- 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.

6.2.2 **Small Business Enterprise Participation = 15 Point Maximum (Points provided by Procurement)**

Points for certified Small Business Enterprise (SBE) participation are to be awarded as more described in **Exhibit B**.

6.2.3 **Volume of Previous Work awarded by the County = 5 Points Maximum (Points provided by Procurement)**

Firms are to complete the Volume of Work Form **EXHIBIT E** and include in the submission of their proposal. Procurement will review and verify information submitted by the firm and determine the point value to be assigned.

6.2.4 **Technical Criteria for Selection**

Procurement will provide the point value to the Evaluation Team, within 10 working days after the date set for receipt of proposals, for inclusion in their individual evaluations forms of the individual firms' proposals, see **Exhibit E** for calculation method.

| CRITERIA | MAXIMUM POINTS |
|--|----------------|
| Location = 10 points | 10 |
| Small Business Enterprise Participation = 15 Point Maximum | 15 |
| Volume of previous work awarded by the County = 5 points | 5 |
| Total | 30 |

7.0 **PROFESSIONAL RESPONSIBILITY**

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

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

7.1 **Insurance Requirements**

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

If the initial insurance expires prior to the completion of the work, a renewal certificate shall be furnished Thirty (30) days prior to the date of expiration.

8.0 **GENERAL TERMS AND CONDITIONS**

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

8.1 **Assignment of Personnel**

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

8.2 **Basis for Contract Negotiation**

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

8.3 **Term of the Contract**

The intent of the proposal is to enter into a contract for no more than 5 years.

8.4 **Governing Law**

This agreement shall be construed and governed in accordance with the laws of the State of Florida. Sole and exclusive venue for all actions arising from this Agreement shall be in Alachua County, Florida.

8.5 **Permits, Laws & Regulations**

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

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

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

8.6 **Award of Contract(s)**

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

8.7 **Assignment of Interest**

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

8.8 **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.

8.9 **Amendments**

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

8.10 **Default and Termination**

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

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

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

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

8.11 **Successors and Assigns**

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

8.12 **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.

8.13 **Independent Consultant**

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

8.14 **Collusion**

- 8.14.1 The proposer, by affixing his signature to the Signature and Acknowledgement of Addendum Form **EXHIBIT A**, declares that the bid is made without any previous understanding, agreement, or connections with any persons, Consultants or corporations making a bid on the same items and that it is in all respects, fair, and in good faith without any outside control, collusion, or fraud.
- 8.14.2 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: **19-915**

PROPOSAL OPENING DATE: **2:00 pm, Wednesday, April 17, 2019**

RE: **Behavioral Energy Savings Program**

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

| 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. |

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

Proposer: _____ Company: _____

Address: _____

Authorized Signature: _____ Title: _____

Clearly Print Name: _____

PHONE: _____ FAX: _____ DATE: _____

Email Address: _____

ATTENTION:

VENDOR

SHOULD

COMPLETE AND

SIGN EXHIBIT B

SMALL BUSINESS ENTERPRISE (SBE) PROGRAM PARTICIPATION FORM

RFP NUMBER: 19-915: Behavioral Energy Savings Program

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: 19-915: Behavioral Energy Savings Program

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 should 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: 19-915: Behavioral Energy Savings Program

OPTION 4

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

In accordance with 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 should be recorded in the section below.)

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

RFP NUMBER: 19-915: Behavioral Energy Savings Program

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

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

ALACHUA COUNTY GOVERNMENT MINIMUM WAGE (GMW) FORM

RFP 19-915: Behavioral Energy Savings Program

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 consultant by Alachua County. These fees are based on actual payments made to the consultant and are retrieved from the County's electronic accounting system. Only a portion of these fees 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 | |

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 “A” INSURANCE REQUIREMENTS
“ARTISAN CONTRACTORS / SERVICE CONTACTS”**

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

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER’S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer’s Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

BUILDER’S RISK / INSTALLATION FLOATERS (when applicable)

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

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

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

National Flood Insurance Program.

EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds)

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

OTHER INSURANCE PROVISIONS

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

I Commercial General Liability and Automobile Liability Coverages

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

b. The Contractor’s insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor’s insurance and shall be non-contributory.

II All Coverages

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a “claims made” or “per occurrence” form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

SUBCONTRACTORS

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

CERTIFICATE HOLDER: **Alachua County Board of County Commissioners**

MAIL, EMAIL or FAX CERTIFICATES**The Certificate of Insurance must contain the following:**

Department Contact: **Tommy Crosby, Assistant County Manager, Finance**
Department: **Budget and Fiscal Services**
Dept. Contact Phone: **352.374.5262**
Dept. Contact Email: **tcrosby@alachuacounty.us**
Bid: **19-915: Behavioral Energy Savings Program**

The Board of Directors ("Directors") of _____, a
(insert name of company)

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:

| <u>NAME</u> | <u>TITLE</u> |
|-------------|--------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

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)

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is entered into this ____ day of _____, 20____ between ALACHUA COUNTY, 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 "Professional" (collectively hereinafter County and Professional referred to as "Parties")

WITNESSETH

WHEREAS, the County issued Bid or RFP # _____ seeking qualified Professionals 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 Professional as the top ranked firm; and

WHEREAS, the County desires to employ the Professional 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.**

- a. This Agreement is effective on the date executed by both parties and continues until the _____ day of _____, 20____ unless earlier terminated as provided herein. This Agreement may be amended at the option of the County for ____ additional ____ year terms at the terms and conditions contained in this Agreement.
- b. The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Therefore, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes, and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.

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

- a. The Professional is professionally qualified to act as the professional for the Project and is licensed to practice _____ by all public entities having jurisdiction over the Professional and the Project;
- b. The Professional shall maintain all necessary licenses, permits or other authorizations necessary to act as professional for the Project until the Professional's duties hereunder have been fully satisfied;
- c. The Professional has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated;
- d. The Professional shall prepare all deliverables required by this Agreement including, but not limited to, all contract plans and specifications, in such a manner that they shall be accurate, coordinated, and adequate for the purposes intended and shall be in conformity and comply with all applicable law, codes and regulations;
- e. The Professional represents that the deliverables prepared by the Professional are adequate and sufficient to accomplish the purposes of the project and meet the requirements of all applicable federal, state and local codes and regulations.
- f. The Professional acknowledges that the County's review of the deliverables in no way diminishes the Professionals representations pertaining to the deliverables.

3. **Duties of the Professional.** The Professional shall have and perform the following duties, obligations, and responsibilities to the County as outlined in **Exhibit "1."**4. **Duties of the County.** The County shall have and perform the following duties, obligations, and responsibilities to the Professional as outlined in **Exhibit "2."**5. **Method of Payment.** For its assumption and performance of the duties, obligations, and responsibilities set forth herein, the Professional

shall be paid in accordance with this section.

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

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

- (1) Expenses for travel when traveling in connection with provision of services under this Agreement in accordance with the provisions of §112.061(7) and (8), Florida Statutes, or their successor and with the prior approval of the County.
- (2) Actual expense of reproductions, postage and handling of drawings and specifications postage-actual cost;
- (3) If authorized in writing in advance by the County's representative, the cost of other expenditures made in the interest of the work effort.

OR:

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

c. If the Professional's duties, obligations, and responsibilities are materially changed through no fault of the Professional after execution of this Agreement, additional compensation shall be paid as provided in **Exhibit "1."**

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

Dept Director
Dept: _____
Address
Gainesville, Florida, _____

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

f. 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:

Company
Address
City/State/Zip
ATTN: _____

IF SERVICES PROVIDED BY CONTRACTOR ARE EXEMPT UNDER THE ALACHUA COUNTY MINIMUM WAGE ORDINANCE, DELETE PARAGRAPH 6 BELOW

6. **Alachua County Minimum Wage:**

- a. 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..
- b. 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").

- c. The County may amend the applicable Minimum Wage on or before October 1st of each year.
- d. The Contractor must provide certification, **Exhibit ____**, 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
- e. 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 requirement
- f. 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.
- g. 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

7. **Personnel.**

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

NAME

FUNCTION

[list]

[list]

- b. So long as the individuals named above remain actively employed or able to be retained by the Professional, they shall perform the functions indicated next to their names. The _____ (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
Dept
PO Box
Gainesville, FL

Professional:
Company
Address
City/State/Zip
Attn: _____

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

Jesse. K. Irby II
Clerk of the Court
12 SE 1st Street
Gainesville, FL 32602
Attn: Finance and Accounting

And to

Procurement Division
12 SE 1st Street
Gainesville, Florida 32601
Attn: Contracts

9. **Default and Termination**

- a. The failure of the Professional to comply with any provision of this Agreement will place the Professional in default. Prior to terminating the Agreement, the County will notify the Professional in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Professional seven (7) days to cure the default. The

_____ Manager is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the County Manager is authorized to provide final termination notice on behalf of the County to the Professional.

- b. 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.
- c. 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.**

a. General Provisions:

- i. 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.
- ii. 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.
- iii. 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.

b. Confidential Information:

- i. 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."
- ii. 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.

- c. **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.

- d. **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 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. **Ownership of Deliverables.** All project deliverables and documents are the sole property of the County and may be used by the County for any purpose.
12. **Insurance.** The Professional will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in **Exhibit "3,"** A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as **Exhibit "3-A"**.
13. **Permits.** The Professional will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.
14. **Laws & Regulations.** The Professional will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. The Professional is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If the Professional is not familiar with state and local laws, ordinances, code rules and regulations, the Professional remains liable for any violation and all subsequent damages or fines.
15. **Criminal Justice Information Services (CJIS) Background Check:**
 - a. The Work required by this Agreement requires the Professional to enter the interior of the building buildings considered sensitive by the County, therefore all personnel requiring access to the interior of these buildings shall be able to pass a Criminal Justice Information Services (CJIS) background check administered by Florida Department of Law Enforcement (FDLE). The Professional shall ensure all personnel requiring entry into the interior of the building is able to pass a CJIS background check; costs to ensure this requirement shall be borne by the Professional. All employees requiring access into the interior of the building shall be fingerprinted at the Sheriff's office, complete CJIS training and agree to the background check a minimum of three (3) weeks prior to requiring access to the interior of the building.
 - b. The Professional shall ensure adequate staffing is available to meet the terms of this section to carry out the scope of the agreement throughout the full duration of the agreement. The Professional shall comply with all FBI CJIS requirements. All personnel who will be working in the interior of the building shall complete the minimal screening requirements established by the FBI CJIS Security Policy to ensure the continuity of information protection. For unescorted access, each individual shall successfully complete an online security awareness training presentation and be processed through a state and national fingerprint based record check.
 - c. As a matter of policy all individuals with a felony arrest resulting in a conviction including adjudication withheld will be disqualified. Individuals with a record of misdemeanor offense(s) will be reviewed and may be granted access, as long as it is determined the nature or severity of the misdemeanor offense does not compromise the protection of criminal justice information. An individual with access and subsequently arrested and or convicted, will have unescorted access immediately suspended pending further review.
 - d. Each individual requiring access shall complete the CJIS Security Policy Certification at **Exhibit "5"**.
16. **Indemnification**
 - a. The Professional agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The Professional further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and

expenses related thereto, even if their (claims, etc.) are groundless, false, or fraudulent. Professional agrees that indemnification of the County shall extend to any and all work performed by the Professional, its sub-Professionals, employees, agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Professional's insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Professional.

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

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

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

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

17. **Standard of Care.** The services of the Professional shall be performed with the skill and care which would be exercised by a qualified professional performing similar services at the time and place such services are performed. If the failure to meet these standards results in deficiencies in the substandard architectural or engineering design, the Professional shall furnish, at his own cost and expense, the redesign necessary to correct such deficiencies, and shall be responsible for any and all consequential damages arising from those deficiencies.
18. **Assignment of Interest.** Neither party will assign or transfer any interest in this Agreement without prior written consent of the other party.
19. **Successors and Assigns.** The County and Professional each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.
20. **Independent Professional or Consultant.** In the performance of this Agreement, the Professional is acting in the capacity of an independent Professional or Consultant and not as an agent, employee, partner, joint venturer, or associate of the County. The Professional is solely responsible for the means, method, technique, sequence, and procedure utilized by the Professional in the full performance of the Agreement.
21. **Collusion.** By signing this Agreement, the Professional declares that this Agreement is made without any previous understanding, Agreement, or connections with any persons, professionals or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.
22. **Conflict of Interest.** The Professional warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Professional shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.
23. **Prohibition Against Contingent Fees.** As required by §287.055(6), Florida Statutes, the Professional warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Professional to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Professional any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.
24. **Third Party Beneficiaries.** This Agreement does not create any relationship with, or any rights in favor of, any third party.
25. **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.
26. **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.
27. **Governing Law and Venue.** This Agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.
28. **Attachments.** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.
29. **Amendments.** The parties may amend this Agreement only by mutual written agreement of the parties.
30. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

31. **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.
32. **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.
33. **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

Alachua County Attorney's Office

(SEAL)

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

PROFESSIONAL

ATTEST (By Corporate Officer)

By: _____

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

EXHIBIT 2: Duties Of The County

EXHIBIT 2-A: Method of Additional Compensation

EXHIBIT 3: Insurance Requirements

EXHIBIT 3-A: Certificate of Insurance

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: _____

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

EXHIBIT 5

CJIS Security Policy Certification

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Printed Name/Signature of Contractor Employee

Date

Printed Name/Signature of Contractor Representative

Date

Organization and Title of Contractor Representative

EXHIBIT 5 APPENDIX H, SECURITY ADDENDUM to Criminal Justice Information (CJIS) Security Policy

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

**Legal Authority for and Purpose and Genesis of the
Security Addendum**

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.

We are therefore proposing to revise 28 CFR 20.33(a)(7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved by the Director of the FBI (acting for the Attorney General). The security

addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

- a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:
 - 1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.
 - 2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and
 - 3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power

and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306