

# **ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS**



## **REQUEST FOR PROPOSALS RFP 22-35 Annual Architectural & Engineering Services for Capital Construction Less Than \$4 Million**

RFP Submittal Deadline:  
**2:00 pm, Wednesday, May 5, 2021**

*Electronic Responses must be uploaded to DemandStar.com.*

*The DemandStar platform will not accept late Proposal*

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# ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

## REQUEST FOR PROPOSALS 22-35

### FOR THE PROVISION OF ANNUAL ARCHITECTURAL & ENGINEERING SERVICES FOR CAPITAL CONSTRUCTION LESS THAN \$4 MILLION

#### 1.0 **GENERAL PROVISIONS**

##### 1.1 **Purpose**

Alachua County Board of County Commissioners is seeking proposals from licensed professionals (hereinafter, referred to as Consultants) for the provision of **Annual Architectural & Engineering Services for Capital Construction Less Than \$4 Million** for the benefit of **Facilities Management Department**.

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

##### 1.2 **Distribution of Information**

The County posts and distributes information pertaining to its procurement solicitations on [DemandStar.com](http://DemandStar.com).

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

##### 1.3 **Proposal Submission**

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

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

The cost for development of the written proposal and the oral presentation are entirely the obligation of the Consultant and shall not be chargeable in any manner to Alachua County.

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

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

Proposal response, containing all required documents, with authorized signatures, must be received by 2:00 p.m. on the due date indicated on the Proposal Cover Page for this RFP. The consultant’s complete submittal in **one (1) single pdf formatted document** must be uploaded into [DemandStar.com](http://DemandStar.com) prior to the 2:00 p.m. deadline.

## **DEMANDSTAR'S PLATFORM WILL NOT ACCEPT LATE SUBMITTALS**

### **LATE SUBMITTALS WILL NOT BE ACCEPTED.**

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

NOTE: If you believe that any portion of your response is exempt from disclosure as a public record, that exempt material must be submitted in a separate electronic pdf file. The pdf file must be clearly identified as "PUBLIC RECORDS EXEMPT," per Section 1.13 Proprietary Information.

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

The response must be signed by an officer or authorized representative of the business who is legally authorized to enter into a contractual relationship in the name of the consultant. An authorized representative who is not an officer may sign the proposal, in this case the Consultant must provide a corporate resolution granting authorization to the officer or authorized representative to execute on behalf of the business.

#### **1.4 Solicitation Opening – Zoom Meeting**

The scheduled solicitation opening will occur via Zoom; the information to join is provided below. Attendance (live viewing) of the bid opening is not required.

##### **Join Zoom Meeting**

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

Meeting ID: 934 3770 2771

Passcode: 702897

One tap mobile

+13126266799,,93437702771# US (Chicago)

+19292056099,,93437702771# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Germantown)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 934 3770 2771

Find your local number: <https://zoom.us/u/adtsfJybhW>

If you have a disability and need an accommodation in order to participate in a County program, service or public meeting, please contact the Equal Opportunity Office at 352-374-5275 at least 10 business days prior to the event. TDD users, please call 711 (Florida Relay Service).

1.5 **Acceptance/Rejection of Proposals**

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

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

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

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

1.6 **Consideration of Proposals**

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

1.7 **Proposal Withdrawal**

Modifications to or withdrawal of a proposer's submittal can be made up to the deadline date. Modifications and withdrawals must be documented in [DemandStar.com](http://DemandStar.com) in order to be recognized by the County. Any submittal not withdrawn will constitute an irrevocable offer, for a period of one hundred twenty (120) days, to provide the County adequate time to award the Contract for the services specified in this solicitation.

1.8 **Electronic Signatures**

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

1.9 **Non-Warranty of Request for Proposals**

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

1.10 **Request for Clarification**

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

1.11 **Inquiries/Questions**

After thoroughly reading this Request for Proposals and Exhibits. Any Consultant in doubt as to the true meaning of any part of the Request for Proposal or related documents may submit a written request, **via email with reference to the appropriate RFP number in the subject line of the email** to Theodore White at [twhite@alachuacounty.us](mailto:twhite@alachuacounty.us) at least ten (10) days prior to closing date set for receipt of proposals to be considered for a response. Any interpretation to a Consultant will be made only by addendum duly issued, and a copy of such addendum will be posted to Demandstar.com. Oral answers will not be authoritative.

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

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

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

1.12.2 It will be the responsibility of the Consultant to contact the County's Division of Procurement prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda and to return executed addenda with the proposal.

1.13 **Proprietary Information**

Responses to this Request for Proposals upon receipt by the County become public records subject to the provisions of Chapter 119 F.S., Florida's Public Records Law. If you believe that any portion or all of your response is confidential or proprietary, or otherwise exempt from disclosure as a Public Record, you should clearly assert such exemption and state the specific legal authority for the asserted exemption. All material that designated as exempt from Chapter 119 **must be submitted electronically in a separate pdf file**, clearly identified as "PUBLIC RECORDS EXEMPT" with your name and the proposal number marked on the outside. Furthermore, you must complete **EXHIBIT E, PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION**.

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

1.14 **Examination of Request for Proposals**

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

1.15 **Small Business Enterprise (SBE) Program Participation (Not applicable)**

1.16 **Local Firms Location Points (Not applicable)**

1.17 **Alachua County Government Minimum Wage (GMW) (Not applicable)**

1.18 **U.S. Department of Homeland Security E-Verify System**

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

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

1.19 **Corporate Resolution**

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

1.20 **Public Entity Crimes**

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



1.21 **Drug Free Workplace**

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

1.22 **Subcontractors**

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

1.23 **Workplace Violence**

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

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

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

2.0 **BACKGROUND INFORMATION**

2.1 **Location**

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

2.2 **Form of Government**

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

3.0 **SCOPE OF SERVICES**

The services requested, herein, are for **Annual Architectural & Engineering Services for Capital Construction Less Than \$4 Million**. The Consultant will serve as the County's professional Architect and Engineer representative on projects and will give consultation to the County during the performance of their services. The Consultant warrants that he now has or will secure, at his own expense, all personnel and facilities required to perform all services under the Contract within the period of time set forth.

### 3.1 **General Requirements**

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

- 3.1.1 The Consultant shall not have any direct or indirect contract relationship with any officer or employee of the County that will conflict with his ability to perform the work hereunder. All personnel assigned to the work shall be fully qualified and all facilities employed shall be adequate for the work required.
- 3.1.2 All services performed by the Consultant shall be executed in cooperation and coordination with the County and in the performance of such services, the Consultant shall:
  - 3.1.2.1 Maintain close liaison and cooperation with the County during performance of the work hereunder to obtain agreement and coordination of the various phases of work contained herein.
  - 3.1.2.2 Attend all meetings and conferences as arranged and required by the County during the progress of the work hereunder to establish design concepts, to review preliminary and final reports, secure agreement upon comprehensive and detailed basis of design, and discuss any other matters relating to the work.
  - 3.1.2.3 Provide the County with written memoranda to confirm and record the understandings and agreements resulting from meetings and conferences.
  - 3.1.2.4 Provide the County with schedules, including starting dates and contemplated completion dates for the several salient features of the work hereunder, and periodic progress reports. Such schedules and progress reports shall be in such format and detail as the County may require.
  - 3.1.2.5 Assist the County by furnishing the necessary design engineering data in the preparation of all documents necessary for any federal, state, city or county approvals or permits.

### 3.2 **Preliminary (Schematic Design) Phase**

During the schematic design phase, the Consultant will:

- 3.2.1 Consult with the County to determine the County's requirements for the project.
- 3.2.2 Review and study the reports, documents and design development previously prepared by and for the County. It is agreed that the County shall make available to the Consultant, copies of all reports, documents and preliminary design for purposes of this review and study.
- 3.2.3 Advise the County as to the necessity for providing or obtaining specialized services, including, without limitation, survey, subsurface investigation and the like and act as the County's technical representative in connection therewith.
- 3.2.4 Provide the County with statements of probable construction costs, construction schedules, and other preliminary data concerning construction of the proposed construction for use in overall analysis and planning of the project.
- 3.2.5 Provide the County with projected cost. If the lowest responsive bid exceeds the construction budget, the Consultant will adjust the design plans and specifications to rebid the project at no cost to the County.

- 3.2.6 On the basis of the mutually agreed upon program and project budget requirements, the Consultant shall prepare, for approval by the County, schematic design documents consisting of drawings and other documents illustrating the scale and relationship of the project components.

3.3 **Design Development Phase**

After written authorization to proceed, the Consultant will perform the services of the design development phase in connection with the project, specifically including, but not limited to the following:

- 3.3.1 Advise the County as to the necessities of obtaining further services from others and act as the County's representative in connection with any such services.
- 3.3.2 Provide technical field direction of such services being conducted by others.
- 3.3.3 Arrange for acquisition of the services of such subcontractors as are approved by the County to perform surveys as necessary for the design, material determination and other environmental impacts. If any such subcontractor's services are acquired by the Consultant, as approved by the County, the County will be responsible for reimbursing the Consultant for the actual cost incurred by the Consultant for such services.
- 3.3.4 Interpret and evaluate information obtained from all such surveys.
- 3.3.5 Evaluate information of conditions to be encountered at the site essential for design and construction purposes and investigate all available information necessary to accurately indicate existing and proposed locations of underground utilities and facilities.
- 3.3.6 Report errors in the survey discovered by the Consultant to the County.
- 3.3.7 Consult with the County to establish general design criteria and standards for use in the project.
- 3.3.8 Prepare design development documents consisting of specific design criteria for the project and outline specifications to develop and establish the scope of the project.
- 3.3.9 Prepare a revised statement of probable construction costs for the project based on the information given in the design development documents.
- 3.3.10 Furnish two (2) hardcopy's and one (1) electronic copy of the above design development documents and statement of probable construction costs to the County for review and approval at the fifty percent (50%) and one hundred percent (100%) completion stages.

### 3.4 **Construction Document Phase**

After written authorization to proceed with the final design phase, the Consultant will:

- 3.4.1 On the basis of the approved design development documents, prepare for incorporation in the contract documents detailed construction drawings and plans, hereinafter called "drawings", to show the work to be performed by the contractor on the project and technical provisions, hereinafter called "specifications". Drawings, specifications, statement of probable construction costs and supporting documents will be submitted for review and approval by the County at the fifty percent (50%) and one hundred percent (100%) completion stages. Any changes, refinements, or modifications that may be required after each review shall be completed prior to proceeding further. A proposed complete and final draft of the contract documents shall be prepared by the Consultant and submitted to the County for its approval.
- 3.4.2 Prepare architectural/engineering data and required architectural/engineering documents in order to secure, with the assistance of the County, approval and/or permits required by governmental authorities that have jurisdiction over design criteria applicable to the project.
- 3.4.3 Advise the County of any adjustment of the statement of probable construction costs for the project caused by changes in scope, design requirements, or construction costs and furnish a revised statement of probable construction cost for the project based on the completed drawings and specifications to the County.

### 3.5 **Bidding or Negotiating Phase**

After written notice to proceed, the Consultant shall perform the services of the bidding phase, specifically including, but not limited to the following:

- 3.5.1 Produce, assemble and deliver four (4) copies two (2) hardcopy's and one (1) electronic copy of the contract documents approved by the County for County use, respond to all inquiries from potential bidders and prepare necessary addenda.
- 3.5.2 Attend all pre-bid meeting, provide minutes for distribution after the pre-bid meeting, produce addendums and produce all communications in a format approved by the County.
- 3.5.3 Assist the County concerning the intent of the contract documents as such relate to subcontractors and other persons and organizations proposed by the general contractor.
- 3.5.4 Evaluate all bids submitted, including, without limitation, compliance with the specifications, costs and ability of the bidder to perform the work and other factors.
- 3.5.5 Recommend to the County the lowest, most responsive and responsible bidder.

### 3.6 **Construction Administration Phase**

After written notice to proceed is given to the general contractor, the Consultant shall provide construction monitoring and inspection, as described below. The construction administration phase will terminate one (1) year after **final payment** from the County to the general contractor. During the construction phase, the Consultant will:

- 3.6.1 Represent the County as its contract administrator, including, without limitation, interpretation of plans, drawings and specifications and issuing instructions to the general contractor.
- 3.6.2 Observe and inspect on at least a weekly basis, the progress and quality of the executed work and determine if the work is proceeding in substantial accordance with the contract documents. The Consultant shall report to the County any work discovered that fails to conform to the contract documents or which in any way appears to be deficient, defective or otherwise not in accordance with good engineering or construction practices. The Consultant shall take all practical steps necessary to ascertain that the contractor corrects such work at the contractor's expense.
- 3.6.3 Check and approve or disapprove submittals, the results of tests and inspections and other data that the general contractor is required to submit for the purpose of verifying acceptability in accordance with the contract documents. Check and approve or disapprove maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, as required in construction contracts related to the project.
- 3.6.4 The Consultant, based on the Consultant's and the Consultant's Architectural design professionals on-site inspections as experienced and qualified professionals, and upon their review of the general contractor's application for payment and supporting data, shall approve, or red-line and adjust the applied for amounts, or disapprove the general contractor's "Applications for Payment". The "Application for Payment" amount approved by the Consultant will represent the Consultant's opinion that the remaining work of the construction contract can be completed with the unpaid construction contract funds.
- 3.6.5 Make an inspection to determine if the project is substantially complete and a final inspection to determine if the project has been fully completed in substantial accordance with the contract documents, and the contractor has fulfilled all of his obligations thereunder so that the Consultant may recommend approval, in writing, of final payment to the general contractor.

3.7 **As-Built Drawings**

The Consultant shall perform the services for preparation and delivery of film reproducible as-built drawings to the County, specifically including, but not limited to the following:

- 3.7.1 Coordination, observation, cross-referencing and the performance of field surveys, as required to verify as-built drawings.
- 3.7.2 Make necessary revisions to reproducible documents to reflect actual facilities installed and/or constructed and provide such documents to the County.
- 3.7.3 Take all steps necessary to prepare and deliver to the County, as-built drawings within the one-month period following the date of final acceptance of the project by the County; such period includes the time required by the contractor to prepare, check and submit his as-built construction data.
- 3.7.4 The Consultant will present to the County an electronic pdf copy of all computer aided design drawings produced for projects under the contract.

### 3.8 **Permitting**

The Consultant shall perform all permitting services, specifically including, but not limited to the following:

- 3.8.1 Commence permitting services as soon as practicable during the design phase and continue through construction until all conditions of the permits have been completed and the regulatory agencies exerting jurisdiction are duly notified.
- 3.8.2 Take all steps necessary to expedite permit processing to assure required permits will be approved and issued prior to commencement of construction operations.
- 3.8.3 Take all steps necessary, including the preparation of reports, plans, specifications, and other supporting documentation required and/or pertaining to applications for the project to secure application, issuance and approval of all permits required from federal, state, and local agencies.
- 3.8.4 Maintain close monitoring through the construction period to ascertain that the installations meet the particular conditions and/or stipulations set forth in the permits, as well as applicable governmental and environmental guidelines and regulations.

### 4.0 **PROPOSAL REQUIREMENTS AND ORGANIZATION**

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

#### 4.1 **Letter of Interest**

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

#### 4.2 **Project Understanding and Approach**

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

#### 4.3 **Consultant's Qualifications and Staff**

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

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

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

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

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

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

4.7 **Appendix**

The Appendix should include the following information:

4.7.1 Completed Signature and Acknowledgement of Addendum Form **EXHIBIT A**

4.7.2 Completed Volume of Previous Work Summary Form **EXHIBIT B**.

4.7.3 Proposed Subcontractors (Non-Small Business Enterprise) Form **EXHIBIT C**.

4.7.4 Completed Drug Free Workplace Form, if applicable **EXHIBIT D**.

4.7.5 Completed Public Record Declaration or Claim of Exemption Form **EXHIBIT E**.

4.7.6 Insurance Requirements **EXHIBIT F**.

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

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

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

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

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

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

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

5.0 **RFP SELECTION PROCEDURES**

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

5.1 **RFP Submittals**

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

5.2 **RFP Evaluation Committee**

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

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

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

5.3 **RFP Contract Negotiation**

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

6.0 **SELECTION AND EVALUATION CRITERIA**

The evaluation committee will evaluate the proposals as follows:

6.1 **Technical Qualifications (75 Obtainable Points)**

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

*The Evaluation Committee will not be impressed with excessive amounts of boilerplate, excessive numbers of resumes, excessive length of resumes, excessive numbers of photographs, work that distant offices have performed, or work not involving personnel to be assigned to the proposed project.*

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

6.1.1.1 Resumes of the key staff support the firm's Competency in doing this type of work?

Key staff includes the Project Manager, and other project team professionals.

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

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

6.1.1.4 Based on questions above, award points as follows:

21-30 points - Exceptional Experience

11-20 points - Average Experience

0-10 points - Minimal Experience

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

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

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

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

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

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

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

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

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

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



- 6.1.2.3 Have proof of insurability and other measures of financial stability been provided?
- 6.1.2.4 Are time schedules reasonable?
- 6.1.2.5 Current Workload.
- 6.1.2.6 This factor is designed to determine how busy a firm is by comparing all Florida work against Florida personnel.
- 6.1.3 **Volume of Previous Work (VOW) awarded by the County = 5 Points**
  - 6.1.3.1 Points Provided by Procurement.

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

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

*The Evaluation Committee will not be impressed with excessive boilerplate, excessive participation by "business development" personnel, and the use of "professional" presenters who will not be involved in the project or future presentations.*

### 6.2.1 **Understanding Of Project = 25 points maximum**

- 6.2.1.1 Did the proposal indicate a thorough understanding of the project?
- 6.2.1.2 Is the appropriate emphasis placed on the various work tasks?

### 6.2.2 **Project Approach = 25 points maximum**

- 6.2.2.1 Did the firm develop a workable approach to the project?
- 6.2.2.2 Does the proposal specifically address the County's needs or is it "generic" in content?

### 6.2.3 **Project Manager = 10 points maximum**

- 6.2.3.1 Does the project manager have experience with projects comparable in size and scope?
- 6.2.3.2 Does the Project Manager have a stable job history? Has he/she been with the firm long, or have there been frequent job changes?

### 6.2.4 **Project Team = 20 points maximum**

- 6.2.4.1 Was a project team identified?
- 6.2.4.2 Is the team makeup appropriate for the project?
- 6.2.4.3 Do the team members have experience with comparable projects?
- 6.2.4.4 Are there any sub contracted firms involved? Will this enhance the project team?
- 6.2.4.5 Are the hours assigned to the various team members for each task appropriate?

### 6.2.5 **Project Schedule: = 10 points.**

- 6.2.5.1 Is the proposed schedule reasonable based on quantity of personnel assigned to the project?
- 6.2.5.2 Are individual tasks staged properly and in proper sequence?

### 6.2.6 **Proposal Organization = 10 points maximum**

- 6.2.6.1 Was proposal organization per the RFP?
- 6.2.6.2 Was all required paperwork submitted and completed appropriately?
- 6.2.6.3 Did the proposal contain an excessive amount of generic boilerplate, resumes, pages per resume, photographs, etc.?

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

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

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

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

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

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

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

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

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

6.3.2.1 Were questions answered directly or evasively?

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

#### 6.3.3 **Project Team = 50 points maximum**

6.3.3.1 Did the project team participate?

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

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

#### 6.3.4 **Project Manager = 50 points maximum**

6.3.4.1 Does the project manager have experience with responsibility for projects of comparable size and scope? Did he/she have a good understanding of this project?

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

#### 6.3.5 **Other = 10 points maximum**

6.3.5.1 Award additional points for unique experience or abilities; organization of approach; understanding of "why it is to be done", as well as, "what is to be done," etc. Do not award points for excessive boilerplate, excessive participation by "business development", and use of "professional" presenters.

### 6.4 **Other Factors**

The Other Factors to be considered, but not limited to, are those items, such as Small Business Enterprise status, past performance, and previous amount of work for Alachua County. Fee proposals, when requested and deemed appropriate, are also to be considered in the evaluation process, where the request for such fees is in accordance with the County's Procurement Code.

## 7.0 **PROFESSIONAL RESPONSIBILITY**

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

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

### 7.1 **Insurance Requirements**

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

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

### 7.2 **Performance Bond (Not applicable)**

## 8.0 **GENERAL TERMS AND CONDITIONS**

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

### 8.1 **Assignment of Personnel**

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

### 8.2 **Basis for Contract Negotiation**

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

### 8.3 **Term of the Contract**

The contract shall be effective for the period to begin based on the date of the executed contract and continuing through **September 30, 2022** with an option by the County to renew for **two (2)** additional **two (2)** year periods.

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

### 8.5 **Governing Law**

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

### 8.6 **Permits, Laws & Regulations**

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

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

The selected Consultant must agree to abide by and conduct its programs and provide its services in compliance with the provisions of the Civil Rights Act of 1866, Civil Rights Act of 1871, Equal

Pay Act of 1963, Civil Rights Act of 1964, Age Discrimination and Employment Acts of 1967, Rehabilitation Act of 1973, 1990 Americans with Disabilities Act, 1991 Federal Civil Rights Act, 1992 Florida Civil Rights Act, and all other applicable ordinances, statutes, laws and amendments thereto.

8.7 **Award of Contract(s)**

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

8.8 **Vendor Complaints Or Grievances; Right To Protest**

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

8.8.1 **Notice of Solicitations and Awards**

The County Shall provide notice of all Solicitations and Awards by Electronic posting in accordance with the Procedures, unless a different method is required by the Florida Statutes, in which case the County Shall provide notice in accordance with the requirement of the Florida Statutes.

8.8.2 **Solicitation Protest**

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

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

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

8.8.2.1.2 The terms, conditions or Specifications of the Solicitation are in violation of, or are inconsistent with, applicable laws, Regulations, Procedures, policies or other legal authorities governing the Solicitation, including but not limited to the method of evaluating, ranking or awarding of the Solicitation, reserving rights of further negotiations, or modifying or amending any resulting Contract; and

8.8.2.1.3 The Solicitation instructions are unclear or contradictory.

8.8.3 **Timing and Content of the Solicitation Protest**

The Solicitation protest must be in writing and provide all content in accordance with the Alachua County Code, Chapter 22 “Procurement”, Article 9 “Legal and Contractual Remedies” and must be received by the Procurement Manager by no later than 3:00 PM on the fourth business day after the solicitation was posted by the County. Failure to timely file a solicitation protest shall constitute a total and complete waiver of the bidder’s right to protest or appeal any solicitation defects, and shall bar the bidder from subsequently raising such solicitation defects in any subsequent Award protest, if any, or any other administrative or legal proceeding.

8.8.4 **Award Protest**

Any Bidder who is not the intended awardee and who claims to be the rightful awardee may file an Award Protest. However, an Award Protest is not valid and shall be rejected for lack of standing if it does not demonstrate that the protesting party would be awarded the Solicitation if its protest is upheld.

8.8.5 **Basis of the Award Protest**

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

- 8.8.5.1 The protesting party was incorrectly deemed non-responsive due to an incorrect assessment of fact or law;
- 8.8.5.2 The County failed to substantively follow the Procedures or requirements specified in the Solicitation documents, except for minor irregularities that were waived by the County in accordance with this Code, which resulted in a competitive disadvantage to the protesting party; and
- 8.8.5.3 The County made an identifiable mathematical or other errors in evaluating the responses to the Solicitation, resulting in an incorrect score and not protesting party not being selected for award.

**8.8.6 Timing and Content of the Award Protest**

The Award Protest must be in writing and provide all content in accordance with the Alachua County Code, Chapter 22 “Procurement”, Article 9 “Legal and Contractual Remedies” and must be received by the Procurement Manager at [lsapp@alachuacounty.us](mailto:lsapp@alachuacounty.us) no later than 3:00 PM on the fourth Business day after this Proposed Award Decision was posted by the County. Failure to timely file an Award Protest shall constitute a total and complete waiver of the Bidder’s right to protest or appeal the County’s proposed Award decision in any administrative or legal proceeding.

**8.8.7 Burden of Proof**

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

**8.8.8 Stay of Procurement during Protests**

In the event of a timely protest, the County shall not proceed further with the Solicitation or with the award of the Contract until the County Manager, after consultation with the head of the Using Agency, makes a written determination that the award of the Solicitation without delay is:

- 8.8.8.1 necessary to avoid an immediate and serious danger to the public health, safety, or welfare;
- 8.8.8.2 necessary to avoid or substantially reduce significant damage to County property;
- 8.8.8.3 necessary to avoid or substantially reduce interruption of essential County Services; or;
- 8.8.8.4 otherwise in the best interest of the public.

**8.9 Assignment of Interest**

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

**8.10 Indemnification**

The Purchaser agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The Purchaser

further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Purchaser agrees that indemnification of the County shall extend to any and all work performed by the Purchaser, its subcontractors, employees, agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Purchaser's insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the Purchaser.

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

8.11 **Amendments**

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

8.12 **Default and Termination**

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

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

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

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

8.13 **Successors and Assigns**

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

8.14 **Non Waiver**

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

8.15 **Independent Consultant**

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

8.16 **Collusion**

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

8.16.2 The proposer, by affixing his signature to the Signature and Acknowledgement of Addendum Form **EXHIBIT A**, declares that no County Commissioner, other County officer, or County employee, directly or indirectly owns more than five (5) percent of the total assets or capital stock of the bidding entity, nor will directly or indirectly benefit by more than five (5) percent from the profits or emoluments of the contract.

**SIGNATURE AND ACKNOWLEDGEMENT OF ADDENDUM FORM**

RFP: **22-35 Annual Architectural & Engineering Services for Capital Construction Less Than \$4 Million**

E-PROPOSAL OPENING DATE: **2:00 pm, Wednesday, May 5, 2021**

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

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

Proposer: \_\_\_\_\_ Company: \_\_\_\_\_

Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Clearly Print Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Date: \_\_\_\_\_

Email Address: \_\_\_\_\_



## 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
<b>TOTAL ADJUSTED FEE CONSIDERED</b>			<b>\$ 240,000.00</b>

## VOLUME OF PREVIOUS WORK - POINTS EARNED

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

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

**PROPOSED SUBCONTRACTORS (NON-SMALL BUSINESS ENTERPRISE) FORM****RFP: 22-35 Annual Architectural & Engineering Services for Capital Construction Less Than \$4 Million****This form is for all Non-Small Business Enterprise subcontractors being utilized on this project.**

Name of Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

Scope of Work to be Performed: \_\_\_\_\_

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

Name of Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

Scope of Work to be Performed: \_\_\_\_\_

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

Name of Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

Scope of Work to be Performed: \_\_\_\_\_

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

Name of Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

Scope of Work to be Performed: \_\_\_\_\_

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

Name of Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

Scope of Work to be Performed: \_\_\_\_\_

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

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

## DRUG FREE WORKPLACE

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

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

---

Name of Business

does:

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

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

---

Bidder's Signature

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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):

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

Bidder’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## TYPE “B” INSURANCE REQUIREMENTS

### “Professional or Consulting Services”

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

#### I. COMMERCIAL GENERAL LIABILITY.

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

#### I. AUTOMOBILE LIABILITY.

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

#### II. WORKERS COMPENSATION AND EMPLOYER’S LIABILITY.

- A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
- B Employer’s Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

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

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

#### IV. OTHER INSURANCE PROVISIONS.

- A The policies are to contain, or be endorsed to contain, the following provisions:
- B Commercial General Liability and Automobile Liability Coverages
  - 1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.
  - 2 The Contractor’s insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employee’s or volunteers shall be excess of Contractor’s insurance and shall be non-contributory.
- C All Coverages
  - 1 The Contractor shall provide a Certificate of Insurance to the County with a Thirty (30) day 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 form the certificate will show a retroactive date, which should be the same date of the

contract (original if contract is renewed) or prior.

V. **SUBCONTRACTORS**

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

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

Department Contact: **Steve Wargo**

Department: **Facilities Management**

Phone: **352.374.5229**

Email: **[swargo@alachuacounty.us](mailto:swargo@alachuacounty.us)**

RFP: **22-35 Annual Architectural & Engineering Services for Capital  
Construction Less Than \$4 Million**

\_\_\_\_\_  
(Insert Name of Corporation)

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

The Board of Directors (“Directors”) of \_\_\_\_\_, a

(insert name of company)

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

(insert state of incorporation)

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

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

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

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

**NAME**

**TITLE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NAME**

**TITLE**

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

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

**(Corporate Seal) Secretary of the Corporation**

By: \_\_\_\_\_

\_\_\_\_\_  
(Print Secretary's Name)



**EXHIBIT H**

SAMPLE CONTINUING SERVICES AGREEMENT NO. \_\_\_\_\_ WITH  
\_\_\_\_\_ FOR \_\_\_\_\_

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

**WITNESSETH,**

**WHEREAS**, the County issued Bid or RFP # \_\_\_\_\_ seeking qualified Professionals to furnish \_\_\_\_\_, in Alachua County, Florida; 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.**

- 1.1. This agreement is effective on \_\_\_\_\_ and will continue until \_\_\_\_\_, 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 outlined herein.
  - 1.2. The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Therefore, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes, and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.
2. **Representations.** By executing this Agreement, the Professional makes the following express representations to the County:
- 2.1. The Professional is qualified to act as the Professional for the Project and is licensed to practice \_\_\_\_\_ by all public entities having jurisdiction over the Professional and the Project;
  - 2.2. The Professional shall maintain all necessary licenses, permits or other authorizations necessary to act as such for the Project until the duties hereunder have been fully satisfied;
  - 2.3. The Professional has become familiar with the Project site and the local conditions under which the Project will to be designed, constructed and operated;
  - 2.4. The Professional shall prepare all deliverables required by this Agreement including, but not limited to: all contract plans and specifications, in such manner that they will be accurate, coordinated and adequate for the purposes intended and shall be in conformity and comply with all applicable law, codes and regulations;
  - 2.5. The Professional represents that the deliverables prepared are adequate and sufficient to accomplish the purposes of the project and meet the requirements of all applicable federal, state and local codes and regulations.

2.6. The Professional acknowledges that the County's review of the deliverables in no way diminishes the Professional's 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**. This Agreement standing alone does not authorize the performance of any work or require the County to place any orders for work.
4. **Duties of the County.** The County shall have and perform the following duties, obligations, and responsibilities to the Professional:
5. **Authorization for Services.** Authorization for performance of professional services by the Professional under this Agreement shall be in the form of written Work Orders issued and executed by the County and signed by the Professional. A sample Work Order is attached hereto as **Exhibit 2**. Each Work Order shall describe the services required, state the dates for commencement and completion of work, and establish the amount and method of payment. The Work Orders will be issued under, and shall incorporate the terms, of this Agreement. The County makes no covenant or promise as to the number of available projects, or that the Professional will perform any project for the County during the life of this Agreement. The County reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined, by the County, to be in its best interest to do so.
  - 5.1. The \_\_\_\_\_ Manager, or specified designee, is authorized to initiate and sign Work orders and Amendments and modifications to Work Orders on behalf of the County.
  - 5.2. Change Orders to existing Work Orders will be authorized by a Work Order Change Order (**Exhibit 2-A**).

6. **Compensation.** The County agrees to compensate the Professional for its services called for under this Agreement, an amount Not to Exceed (NTE) \$\_\_\_\_\_ annually. Projects may be executed up to the NTE amount on a “Fixed Fee” basis, a “Time Basis Method” or a combination of methods.
- 6.1. If a Work order is issued for a “Fixed Fee Basis” then the applicable Work Order Fixed Fee amount will include any and all reimbursable expenses.
- 6.2. If a Work Order is issued under a “Time Basis Method”, then the Professional shall be compensated in accordance with the rate schedule attached as **Exhibit 3**
- 6.3. In the event the work requires a combination of both types of compensation a separate Work Order shall be completed for each type of compensation. Detailed supporting documentation shall be provided with the Work Orders.
7. **Reimbursable Expenses** If a Work Order is issued on a “Time Basis Method”, then the reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable Not to Exceed Amount or Limitation of Funds amount set forth in the Work Order, and to conditions, restrictions, and limitations of §112.061, Florida Statute. Reimbursable expenses may include actual expenditures made by the Professional, its employees, or its associates, in the interest of the Project for the expenses listed in the following paragraphs:
- 7.1. Expenses for travel when traveling in connection with the Project, based on §112.061(7) and (8), Florida Statutes, or their successor and with the prior approval of the County.
- 7.2. Fees paid for securing approval of authorities having jurisdiction over the Project.
- 7.3. Actual expense of reproductions, postage and handling of drawings and specifications.
- 7.4. If authorized in writing in advance by the County, the cost of other expenditures made by the Professional in the interest of the Project provided such expenditures are in accordance with the Scope of Services and Work Order as approved by the County.

7.5. 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**.

**IF SERVICES PROVIDED BY CONTRACTOR ARE EXEMPT UNDER THE ALACHUA COUNTY MINIMUM WAGE ORDINANCE, DELETE PARAGRAPH 8 BELOW**

8. **Alachua County Minimum Wage.**

- 8.1. The Work performed through this Agreement is considered covered services under Chapter 22, Article 12, 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.
- 8.2. The Professional shall provide certification, **Exhibit 5**, to the County confirming 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.
- 8.3. The Professional shall prominently display a copy of the Wage Ordinance where it is easily seen by covered employees and supply to covered employees upon request. Additionally, the Professional is responsible to make any person submitting a bid for a subcontract for covered services aware of the requirements.
- 8.4. Failure to comply with the provisions of the Wage Ordinance will be deemed a breach of the contract and authorize the County to withhold payment of funds in accordance with Chapter 218, Florida Statutes.
- 8.5. The Professional will include the necessary provisions in subcontracts to ensure compliance. However, the County shall not be deemed a necessary, or indispensable, party in any litigation between the Professional and its subcontractors.

9. **Payment.**

9.1. As a condition precedent for any payment, the Professional shall submit a monthly invoice to the County requesting payment for services properly rendered and expenses due, unless otherwise agreed in writing by the County. 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 bear the signature of the Professional, which will constitute the Professional's representation to the County that the services indicated in the invoice have: reached the level stated, served a public purpose, 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 County of the amount invoiced, all obligations of the Professional to others, including its consultants, incurred in connection with the Project, will be paid in full. The Professional shall submit invoices to the County at the following address:

Department Director  
Alachua County \_\_\_\_\_ Department  
South Main Street  
Gainesville, Florida, 32601  
Email Address: \_\_\_\_\_

9.2. 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, or inaccuracies, and the cause thereof, is corrected to the County's reasonable satisfaction.

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

9.4. Payments shall be made to the following address:

(Business Entity Name)

(Address)

(City, State, Zip Code)

Email Address: \_\_\_\_\_

10. **Personnel.**

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

**NAME**

*[List]*

**FUNCTION**

*[List]*

10.2. So long as the individuals named above remain actively employed or able to be retained by the Professional, they shall perform the functions indicated next to their names. The \_\_\_\_\_ Manager of their specific designee may authorize changes to this list in writing.

11. **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:

Department Director  
Alachua County \_\_\_\_\_ Department  
Gainesville, FL, \_\_\_\_\_  
Email Address: \_\_\_\_\_

Professional:

(Business Entity Name)  
(Address)  
(City, State, Zip Code)  
Email Address: \_\_\_\_\_

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

J.K. "Jess" Irby, Esq.  
Clerk of the Court  
12 SE 1<sup>st</sup> Street  
Gainesville, FL 32601  
ATTN: Finance and Accounting  
[dmw@alachuaclerk.org](mailto:dmw@alachuaclerk.org)

And

Procurement Division  
12 SE 1<sup>st</sup> Street  
Gainesville, Florida 32601



Attn: Contracts

[Procurement@alachuacounty.us](mailto:Procurement@alachuacounty.us)

**12. Default and Termination.**

- 12.1. The failure of the Professional to comply with any provision of this Agreement will place the Professional in default. Prior to terminating the Agreement, the County will notify the Professional in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Professional seven (7) days to cure the default. The \_\_\_\_\_ 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.
- 12.2. The County may also terminate the Agreement without cause by providing written notice to the Contractor (hereinafter, "Termination for Convenience"). The County Manager is authorized to provide written notice of Termination for Convenience on behalf of the County. Upon such notice, Contractor will immediately discontinue all Work affected (unless the notice directs otherwise) and deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. In the event of such Termination for Convenience, Contractor's recovery against County shall be limited to that portion of the Annual Contract Price earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Work not performed.

12.3. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four (24) hours' notice in writing to the Contractor. The County will be the final authority as to the availability of funds. The County will pay the Contractor for all Work completed prior to delivery of notice of termination. In the event of such Termination, Contractor's recovery against County shall be limited to that portion of the Annual Contract Price earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Work not performed.

13. **Contract and Work Order in Conflict.** Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the Agreement shall prevail.

14. **Project Records.**

14.1. **General Provisions**

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

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

exceed the cost provided in this chapter or as otherwise provided by law.

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

**14.2. Confidential Information**

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

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

Agreement or license, the provisions of this paragraph shall continue to survive.

Professional releases County from claims or damages related to disclosure by County

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

14.4. **Compliance**

- 14.4.1. If the Professional does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the Agreement.
- 14.4.2. A Professional who fails to provide the public records to the County within a reasonable time may be subject to penalties under s.119.10

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

15. **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.
16. **Insurance.** The Professional will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amount detailed in **Exhibit 4**. A current

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

17. **Permits.** The Professional will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.
18. **Laws and 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.
19. **Indemnification**
  - 19.1. To the maximum extent permitted by Florida law, the Contractor shall indemnify and hold harmless the County and its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. Contractor agrees that indemnification of the County shall extend to any and all Work performed by the Contractor, its subcontractors, employees, agents, servants or assigns.
  - 19.2. The Contractor obligation to indemnify under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.
  - 19.3. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Contractor.

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

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

20. **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 service 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.

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

22. **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.

23. **Independent Contractor.** In the performance of this Agreement, the Professional is acting in the capacity of an independent contractor 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.

24. **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.
25. **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.
26. **Prohibition against Contingent Fees.** As required by §287.055(56), Florida's 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.
27. **Third Party Beneficiaries.** This Agreement does not create any relationship with, or any rights in favor of, any third party.
28. **Severability and Ambiguity.** It is understood and agreed by the Parties to this Agreement that if any of the provisions of the Agreement shall contravene, or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. In the event an ambiguity or question of intent or interpretation arises, this

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

29. **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.
30. **Governing Law and Venue.** This Agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.
31. **Attachments.** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.
32. **Amendments.** The parties may amend this Agreement only by mutual written Agreement of the parties.
33. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
34. **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.



35. **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.
36. **Entire Contract.** This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations.
37. **Electronic Signature.** The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute this Agreement and shall provide the Contractor with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.
38. **U.S. Department of Homeland Security E-Verify System**
- 38.1. The Professional shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Professional during the term of the agreement. The E-verify system is located at <https://www.uscis.gov/e-verify>.
- 38.2. The Professional shall expressly require any subcontractors performing work or providing services pursuant to the County’s agreement to utilize the U.S. Department of

Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the agreement. The E-verify system is located at <https://www.uscis.gov/e-verify>.

**SIGNATURE PAGE TO FOLLOW**

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

**ALACHUA COUNTY, FLORIDA**

By: \_\_\_\_\_

\_\_\_\_\_, Chair

Board of County Commissioners

Date: \_\_\_\_\_

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

ATTEST

APPROVED AS TO FORM

\_\_\_\_\_  
J.K. "Jess" Irby, Esq., Clerk  
(SEAL)

\_\_\_\_\_  
Alachua County Attorney's Office

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

**PROFESSIONAL**

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

## **EXHIBIT 1: SCOPE OF SERVICES**

**EXHIBIT 2: WORK ORDER NOTICE TO PROCEED FOR CONTINUING CONTRACTS**

**WORK ORDER NO:** \_\_\_\_\_

**BILLING/INVOICE REFERENCE NO.:** \_\_\_\_\_

**PROJECT NUMBER:** \_\_\_\_\_

**PROJECT DESCRIPTION:**

**County:** Alachua County, a political subdivision of the State of Florida.

**Date Issued:** \_\_\_\_\_

**PROFESSIONAL:**

**PROFESSIONAL'S ADDRESS:**

Execution of the Work Order by County shall serve as authorization for the Professional to provide for the above project, professional services as set out in the Scope of Services attached as Exhibit "A," to that certain Agreement of

\_\_\_\_\_ between the County and the Professional and further delineated in the specifications, conditions, and requirements stated in the following listed documents which are attached hereto and made a part hereof.

**ATTACHMENTS:**

☐ drawings/plans/specifications

☐ scope of services

☐ special conditions

☐ \_\_\_\_\_

The Professional shall provide said services pursuant to this Work Order, its attachments and the above-referenced Agreement, which is incorporated herein by reference as if it had been set out in its entirety. Whenever the Work Order conflicts with said Agreement, the Agreement shall prevail.

**TIME FOR COMPLETION:** The work authorized by this Work Order shall be commenced upon ☐ the date written above or upon issuance of a ☐ Notice to Proceed by County and shall be completed within \_\_\_\_\_ (\_\_\_\_) calendar days.

**METHOD OF COMPENSATION:**

(a) This Work Order is issued on a:

☐ fixed fee basis

☐ time basis method with a not-to-exceed amount

☐ time basis method with a limitation of funds amount

(b) If the compensation is based on a "Fixed Fee Basis," then the Professional shall perform all work required by this Work Order for the sum of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_). In no event shall the Professional be paid more than the Fixed Fee Amount.

(c) If the compensation is based on a "Time Basis Method" with a Not-to-Exceed Amount, then the Professional shall perform all work required by this Work Order for a sum not exceeding \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_). The Professional's compensation shall be based on the actual work required by this Work Order.

(d) If the compensation is based on a "Time Basis Method" with a Limitation of Funds Amount, then the Professional is not authorized to exceed the Limitation of Funds amount of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) without prior written approval of the County. Such approval, if given by the County, shall indicate a new Limitation of Funds amount. The Professional shall advise the County whenever the Professional has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The County shall compensate the Professional for the actual work performed under this Work Order.

The County shall make payment to the Professional in strict accordance with the payment terms of the above-referenced Agreement.

It is expressly understood by the Professional that this Work Order, until executed by the County, does not authorize the performance of any services by the Professional and that the County, prior to its execution of the Work Order, reserves the right to authorize a party other than the Professional to perform the services called for under this Work Order if it is determined that to do so is in the best interest of the County.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Work Order on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the purposes stated herein.

_____	<b>PROFESSIONAL:</b>
Witness	By: _____
	Signature
	Title: _____
	Print Name and Title
	Date: _____

**ALACHUA COUNTY, FLORIDA**

By: \_\_\_\_\_

Alachua County

Date: \_\_\_\_\_

**EXHIBIT 2-A: AMENDMENT TO WORK ORDER FOR CONTINUING  
CONTRACTS**

AMENDMENT # \_\_\_\_\_

NTP/Project # \_\_\_\_\_

Date Issued: \_\_\_\_\_

Professional: \_\_\_\_\_

Invoicing Reference # \_\_\_\_\_

Contract Manager: \_\_\_\_\_

Project #: \_\_\_\_\_

<b>Work Order Description:</b>
<b>Deliverable(s):</b>

Original Work Order Price:	
Total of Prior Approved Changes	
Amount of this Change in Work Order Add or (deduct)	
New Work Order Price with This Amendment:	

Original

Completion Date: \_\_\_\_\_ (\_\_\_\_\_ days after NTP)

New Completion Date: \_\_\_\_\_ (\_\_\_\_\_ days after NTP)

Not valid until signed by County

**ALACHUA COUNTY:**

**PROFESSIONAL:**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Title:** \_\_\_\_\_



**Date:** \_\_\_\_\_

### **EXHIBIT 3: FEE SCHEDULE**

**EXHIBIT 3-A: ADDITIONAL SERVICES FEE SCHEDULE**

## **EXHIBIT 4: INSURANCE REQUIREMENTS**

**EXHIBIT 4-A: CERTIFICATE OF INSURANCE**

**EXHIBIT 5: CERTIFICATION OF MEETING ALACHUA COUNTY WAGE  
ORDINANCE**

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

Corporate Name:

Address

City/State/Zip

Phone Number

Point of Contact \_\_\_\_\_

Project Description:

**PROFESSIONAL**

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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