

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS



REQUEST FOR PROPOSALS

21-976 Next Generation Core Services (NGCS) and Emergency Services Internet Protocol Network (ESInet)

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

Electronic Responses must be uploaded to DemandStar.com.

The DemandStar platform will not accept late Proposal

TABLE OF CONTENTS		PAGE NUMBER
1.0	GENERAL PROVISIONS	1
1.1	Purpose	1
1.2	Distribution of Information	1
1.3	Proposal Submission	1
1.4	Bid Opening – Zoom Meeting	2
1.5	Acceptance/Rejection of Proposals	3
1.6	Consideration of Proposals	3
1.7	Proposal Withdrawal	3
1.8	Electronic Signatures	3
1.9	Non-Warranty of Request for Proposals	4
1.10	Request for Clarification	4
1.11	Inquiries/Questions	4
1.12	Contact with Members of the Professional Services Evaluation Committee	4
1.13	Proprietary Information	4
1.14	Examination of Request for Proposals	5
1.15	Small Business Enterprise (SBE) Program Participation	5
1.16	Local Firms Location Points	6
1.17	Alachua County Government Minimum Wage (GMW)	6
1.18	Corporate Resolution	6
1.19	Public Entity Crimes	6
1.20	Drug Free Workplace	7
1.21	Subcontractors	7
1.22	Workplace Violence	7
2.0	BACKGROUND INFORMATION	7
2.1	Location	7
2.2	Form of Government	7
3.0	SCOPE OF SERVICES	8
4.0	PROPOSAL REQUIREMENTS AND ORGANIZATION	14
4.1	Letter of Interest	14
4.2	Project Understanding and Approach	14
4.3	Consultant's Qualifications and Staff	14
4.4	Ability of Consultant's Professional Personnel	15
4.5	Proposed System Solution, Methodology, Equipment and Services Provided	15
4.6	Ability to Meet Time and Budget Requirements (Cost)	15
4.7	Effect of Project Team Location on Project Responses	15
4.8	Appendix	15
5.0	RFP SELECTION PROCEDURES	15
5.1	RFP Submittals	15
5.2	RFP Evaluation Committee	15
5.3	RFP Contract Negotiation	16
6.0	SELECTION AND EVALUATION CRITERIA	16
6.1	Technical Qualifications (100 Obtainable Points)	16
6.2	Written Proposal (100 Obtainable Points)	17
6.3	Oral Presentation (Optional) (200 Obtainable Points)	18
6.4	Other Factors	19
7.0	PROFESSIONAL RESPONSIBILITY	19
7.1	Insurance Requirements	19
7.2	Performance Bond (Not applicable)	19
8.0	GENERAL TERMS AND CONDITIONS	20

8.1	Assignment of Personnel	20
8.2	Basis for Contract Negotiation.....	20
8.3	Term of the Contract	20
8.4	Reuse of Existing Plans - Not applicable.....	20
8.5	Governing Law	20
8.6	Permits, Laws & Regulations	20
8.7	Award of Contract(s)	20
8.8	Vendor Complaints Or Grievances; Right To Protest	20
8.9	Assignment of Interest	22
8.10	Indemnification	23
8.11	Amendments	23
8.12	Default and Termination	23
8.13	Successors and Assigns.....	24
8.14	Non Waiver	24
8.15	Independent Consultant	24
8.16	Collusion	24
EXHIBIT A SIGNATURE AND ACKNOWLEDGEMENT OF ADDENDUM FORM		25
EXHIBIT B SMALL BUSINESS ENTERPRISE (SBE) PROGRAM PARTICIPATION FORM		26
EXHIBIT C CERTIFIED SMALL BUSINESS ENTERPRISE POINTS REQUEST FORM		30
EXHIBIT D ALACHUA COUNTY GOVERNMENT MINIMUM WAGE (GMW) FORM		31
EXHIBIT E VOLUME OF PREVIOUS WORK SUMMARY		32
EXHIBIT F PROPOSED SUBCONTRACTORS (NON-SMALL BUSINESS ENTERPRISE) FORM		33
EXHIBIT G DRUG FREE WORKPLACE.....		34
EXHIBIT H PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION		35
EXHIBIT I TYPE “A” INSURANCE REQUIREMENTS		36
EXHIBIT J CORPORATE RESOLUTION GRANTING SIGNING AUTHORITY		38
EXHIBIT K SAMPLE AGREEMENT FOR PROFESSIONAL SERVICES		40

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

REQUEST FOR PROPOSALS 21-976

FOR THE PROVISION OF NEXT GENERATION CORE SERVICES (NGCS) AND EMERGENCY SERVICES INTERNET PROTOCOL NETWORK (ESINET)

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 **Next Generation Core Services (NGCS) and Emergency Services Internet Protocol Network (ESInet)** for the benefit of **Fire Rescue 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).

1.2 **Distribution of Information**

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

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

1.3 **Proposal Submission**

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

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

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

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

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

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

DEMANDSTAR'S PLATFORM WILL NOT ACCEPT LATE SUBMITTALS

LATE SUBMITTALS WILL NOT BE ACCEPTED.

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

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

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

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

1.4 Bid Opening – Zoom Meeting

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

Join Zoom Meeting

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

Meeting ID: 934 3770 2771

Passcode: 702897

One tap mobile

+13126266799,,93437702771# US (Chicago)

+19292056099,,93437702771# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Germantown)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 934 3770 2771

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

1.5 **Acceptance/Rejection of Proposals**

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

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

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

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

1.6 **Consideration of Proposals**

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

1.7 **Proposal Withdrawal**

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

1.8 **Electronic Signatures**

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

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

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

1.10 **Request for Clarification**

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

1.11 **Inquiries/Questions**

After thoroughly reading this Request for Proposals and Exhibits. Any Consultant in doubt as to the true meaning of any part of the Request for Proposal or related documents may submit a written request, **via email with reference to the appropriate RFP number in the subject line of the email** to Leira Cruz Caliz at lcruzcaliz@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 1.12.1. 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 file, clearly identified as "PUBLIC RECORDS EXEMPT" in the title. Furthermore, you must complete **EXHIBIT H, PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION**.

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

1.14 **Examination of Request for Proposals**

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

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

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

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

1.15.3 Alachua County has adopted a 15% participation goal, and policies which encourage participation of SBE in the provision of materials, supplies (i.e. office, auto, janitor, lawn, etc.) equipment, services and construction.

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

1.15.5 SBE preference does not apply to contracts that are reserved in accordance with Section 22.11-205, Alachua County Procurement Code in which the County reserved contracts for bidding only by SBEs. SBE bid preferences will not be combined.

1.15.6 **Proposed Subcontractors Requirements**

1.15.6.1 Contractors submitting proposals under this solicitation are to identify, on the SBE Program Participation Form, the intended SBE subcontractors and the estimated percentage of total dollar amount(s) as well as the total dollar amount(s) of the contract to be awarded to SBE firms, **EXHIBIT B**, Option 3.

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

1.15.7 **Good Faith Effort Requirements**

1.15.7.1 Every competitive bid or proposal, if not submitted by a certified Small Business Enterprise (SBE), should demonstrate good faith efforts to utilize SBE as subcontractors. Unless your company will perform all the work and no subcontractors will be utilized. The Equal Opportunity Division maintains a directory of certified SBE's. The Alachua County Small Business Enterprise Directory is available at: <http://smallbusdir.alachuacounty.us/>

1.15.7.2 The Equal Opportunity Division shall determine what constitutes a "good faith effort" for purposes of contractor compliance with contractual requirements relating to the use of services or commodities of a certified SBE's, under Section 22.11-207, Alachua County Procurement Code. The following factors shall be considered in making such determination:

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

- 1.15.7.4 Whether the Contractor negotiated in good faith with interested SBEs, not rejecting them as unqualified without sound reasons based on a thorough review of their capabilities.
- 1.15.7.5 Whether the Contractor selected portions of the work to be performed by SBEs in order to increase the likelihood of meeting the 15% participation goal, including breaking the contract down into economically-feasible units.
- 1.15.7.6 The Contractor will be expected to furnish documents substantiating compliance with good faith effort requirements, **EXHIBIT B**.

1.16 **Local Firms Location Points**

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

- 1.16.1.1 Firm is considered to be local based upon meeting the following criteria:
 - 1.16.1.1.1 Has a staffed and equipped office that has been in the business in Alachua County for at least twelve (12) months prior to the advertisement of a Request for Proposal, Request for Qualifications, etc. by Procurement and
 - 1.16.1.1.2 Holds all business licenses required by the State, County or a City within the County; and
 - 1.16.1.1.3 Employs at least one (1) full time employee (FTE), or part-time employees' equivalent to one FTE, whose primary residence(s) is in Alachua County.
 - 1.16.1.1.4 Vendors must certify their local base firm status on the Signature and Acknowledgement of Addendum Form, **EXHIBIT A**.

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

- 1.17.1 Services solicited through this RFP are considered covered services under Chapter 22, Article 12, of the Alachua County Procurement Code of Ordinances ("Alachua County Government Minimum Wage") which establishes a government minimum wage for certain consultants and subcontractors providing selected services to Alachua County government. Proposers should consider the cost of compliance, if any, when submitting bids.
- 1.17.2 The consultant shall certify via **EXHIBIT D** it will pay each of its covered employees the GMW, and ensure that it will require that of its subcontractors. Upon execution of the awarded contract, the certification shall become an obligation to the vendor.

1.18 **Corporate Resolution**

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

1.19 **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.

1.20 **Drug Free Workplace**

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

1.21 **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 (Non-Small Business Enterprise) Form, **Exhibit F**. No subcontractor shall be employed by the Contractor for the provision of these services without the written approval of the County.

1.22 **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 **Next Generation Core Services (NGCS) and Emergency Services Internet Protocol Network (ESInet)**.

Alachua County is seeking proposals from firms established in the business of providing 9-1-1 Centers with Next Generation 9-1-1 Core Services (NGCS) and an Emergency Services IP Network (ESInet). These services should be dynamically scalable, redundant, diverse, robust, resilient, and provide the most advanced features for 9-1-1 incident handling. Any response to this RFP for a proposed solution may be offered by a single provider (Respondent) of such systems and services or as a collaboration between two or more providers (Respondents) of such systems and services. However, the County seeks a complete solution delivered by a single contracted NG9-1-1 system/service provider. Representatives of the County will evaluate individual proposals. An evaluation team will evaluate each proposal and rank each firm on the basis of the criteria as listed in section 6.0.

3.1 **Project Financing**

Funding for this project includes County 9-1-1 carry forward funds, State of Florida state grant funds supplemented with Federal grant funds, and County 9-1-1 operating funds. The County is interested in payment options which include a one-time, non-recurring lump sum amount from \$500,000 to \$700,000.

3.2 **Current PSAP Conditions and Capacity**

The County primary and back-up PSAP's are equipped with a geo-diverse Solacom Guardian 9-1-1 call handling system. The system is approximately two (2) years old and is configured for NG9-1-1 readiness. The system is currently utilizing AT&T legacy CAMA trunking for 9-1-1 calls and has diverse connections for ANI/ALI at each PSAP. It is anticipated that the new NGCS / ESInet service will utilize SIP technology for connectivity to the Respondents solution. The Alachua County Combined Communications Center (CCC) supports an Enhanced 9-1-1 (E9-1-1) service model with analog communication paths as its only method of receiving emergency calls from citizens dialing 9-1-1. The PSAP receives approximately 144,000 9-1-1 calls annually. It should be noted that the County currently utilizes the CommSys GEM 9-1-1 web portal solution to process text to 9-1-1 related calls. The County plans to deploy text-to-9-1-1 integration (in-bound & out-bound) and will utilize the NGCS recommended TCC as part of the Respondents text to 9-1-1 solution.

3.2.1 Primary PSAP

The County's primary PSAP is located in Alachua County in Gainesville, FL. The PSAP processes approximately 144,000 emergency calls annually. Capacity for this location is as follows:

Number of seats	28 in primary; 6 in training room
9-1-1 CAMA trunks	11 wireless; 7 wireline
9-1-1 T1 circuits	2 (ALI circuits)
Administrative PRI circuits	1

3.2.2 Backup PSAP

The County's backup PSAP is located two miles from the primary PSAP in Gainesville, FL. It is utilized for various exercises including the evacuation of the County's primary facility. Capacity for this location are as follows:

Number of seats	10
9-1-1 CAMA trunks	10 wireless; 6 wirelines
9-1-1 T1 circuits	2 (ALI circuits)
Administrative PRI Circuits	1

3.3 **Considerations**

A respondent that includes a solution containing the following functionality will earn greater consideration:

- 3.3.1 A Respondent that offers a disaster recovery platform that allows 9-1-1 calls to be routed to a VoIP phone and/or computer (laptop, tablet, etc.) with NG9-1-1 functionality that will be used if the existing 9-1-1 system including, but not limited to the 9-1-1 network, ALI data or the primary 9-1-1 call handling system is NOT operational. The disaster recovery platform shall include ANI/ALI display, preset transfer buttons, wireless rebid functionality, mapping display, and ability to receive and send text messages. The desired disaster recovery platform should utilize a distinct and different control structure so that it operates independently from the primary solution. If that type of system recovery platform is not available, the Respondent should provide information on alternative solutions, if available.
- 3.3.2 The solution should have the ability to add additional call taking locations such as an EOC or backup center, and support mobile (wireless) call delivery options.
- 3.3.3 A Respondent that has the ability to report on all incoming 9-1-1 calls to their data centers, all outgoing 9-1-1 transfers from the Solacom system(s) located in the Alachua County PSAP's and collect all i3 data stored in the Solacom Guardian system. One reporting system for all PSAP's and network associated with Alachua County.
- 3.3.4 A Respondent that provides detailed network diversity and redundancy plans and alternatives as part of the overall NGCS ESInet solution.
- 3.3.5 A Respondent that offers an 800 (toll free) number for their alternate routing backup solution, providing a path for carriers to complete a 9-1-1 call to Alachua County in the event they have lost connectivity to the 9-1-1 IP network.
- 3.3.6 A Respondent that has technical support on site or in close proximity to install and maintain the proposed NGCS and disaster recovery platform's hardware and software. The responding vendor must have trouble shooting and repair technical support available to be on site at the PSAP (premises) if required within two (2) hours of a major failure and four (4) hours on minor issues.
- 3.3.7 A Respondent that has at least two (2) or more tier four (4) or greater data centers located within the SE United States is preferred.
- 3.3.8 A Respondent that explains in detail how TDoS attacks are monitored from the data centers and explains the process used to mitigate the impact on the 9-1-1 system and PSAP call-taking operations.
- 3.3.9 A Respondent that can respond to on-site repair issues between the NGCS system and the Solacom 9-1-1 equipment. The respondent must have certified / qualified technicians or is willing to work closely with CPE equipment service provider AK Associates to troubleshoot issues related to the NGCS system and/or the Solacom Guardian Customer Premise Equipment (CPE).

3.4 **Assumptions**

The County intends to establish a framework upon which it can facilitate the advancement of NG9-1-1 service on a multi-regional basis, to enable participating agencies to leverage integrated systems on a common network to provide mutual-aid and support. As a baseline toward achievement of that objective, the following assumptions are provided:

- 3.4.1 The Respondent must describe any resources expected to be provided by the County or participating agencies.

- 3.4.2 While the majority of changes to the network or services will be planned and scheduled in consultation with the selected Respondent in advance of the work to be performed, occasionally some changes may need to be implemented on an emergency basis and the selected Respondent will provide necessary changes at the highest priority level.
- 3.4.3 The County intends to maintain the on-site maintenance agreement with AK & Associates (AK). AK provides first echelon support for the 9-1-1 call processing system and it would benefit the PSAP if AK were the first level of troubleshooting within the PSAP for the ESInet or NGCS. The Respondent NGCS / ESInet provider should conduct interoperability testing with said vendor to determine the readiness of this version to comply with the multimedia, security, and other essential requirements of i3 compliance and work closely with said vendor to ensure a successful installation and for ongoing post installation service and support.
- 3.4.4 All operating systems, databases, third-party, and other software licenses purchased by the selected Respondent for use with this system will be licensed to the County or the participating agency (agencies) that may contract separately with the selected Respondent. Original equipment manufacturer (OEM) licenses are not acceptable.

3.5 **Proposal Requirements**

NGCS solutions providers should respond to each of these general requirements. For each requirement, indicate COMPLY, PROPOSE AN ALTERNATE SOLUTION or CANNOT COMPLY.

- 3.5.1 Respondent must provide a single point of contact for each of the NGCS sales, project, technical and administrative matters.
- 3.5.2 Respondent must be registered as a local exchange company or competitive local exchange company in the state of Florida.
- 3.5.3 Respondent must have the capability of processing monthly invoicing.
- 3.5.4 Respondent should have a user-friendly customer portal for managing all trouble ticket and billing activity. This portal, or a separate portal, must provide visibility into that portion of the provider's network serving the County to allow the customer to view the network state in real-time.
- 3.5.5 Respondent must guarantee fixed monthly pricing for years one (1) through five (5) based on year one (1) census population count.
- 3.5.6 Respondent may reserve the right to evaluate census population count years six through ten however cannot increase the five (5) year monthly recurring rate by more than one percent (1%).
- 3.5.7 Respondent must be responsible for all costs associated with interconnection to other area NGCS service providers.
- 3.5.8 Respondent to the best of their ability, should include and identify for a period of five (5) years any additional costs related to full i3 compliance. This shall apply to the current published i3 Standard (NENA-STA-010.2-2016) and any successor versions. Compliance with future versions is required within six (6) months from the date of NENA Board approval and publication.
- 3.5.9 Respondent must identify any and all transitional legacy related 9-1-1 costs that will remain and an estimated time frame of when these costs will no longer be payable by the County or the Respondent.
- 3.5.10 Indicate if the Respondent will absorb transitional legacy costs as part of the proposal and for how long.
- 3.5.11 Respondent should have the resources to stage support personnel at the PSAP in the event of man-made or natural disasters.

- 3.5.12 Respondent NGCS solution, if not already fully i3 compliant, must include a transitional pathway to become fully NENA i3 compliant. Existing deficiencies must be specifically identified, and date-certain compliance must be documented.
- 3.5.13 Respondent NGCS solution must include a “no single point of failure” design architecture.
- 3.5.14 Respondent Service Level Agreement (SLA) performance must maintain 5-nine’s availability for all Core Services. If the Respondent fails to maintain five-nine’s availability for all NGCS’s or the ESInet, regardless of other involved service providers, the credit to the County is as follows:
 - 3.5.14.1 Downtime of less than five (5) minutes: 10% penalty
 - 3.5.14.2 Downtime between five (5) minutes and sixty (60) minutes: 25% penalty
 - 3.5.14.3 Downtime greater than sixty (60) minutes: 50% penalty
 - 3.5.14.4 The computed penalty amount is based on the current year amount due the Respondent and is payable to the County within sixty (60) days of each occurrence.
- 3.5.15 Respondent should maintain at least two (2) diverse end to end carrier connections from each NGCS connection point to the County primary and backup PSAP’s. If the Respondent has a different approach to diversity, please provide an engineering overview inclusive of an in-depth description and diagram of the design. Respondent should address LTE as a potential diverse / redundant network option.
- 3.5.16 Respondent is responsible for all aspects of the ESInet regardless of carrier affiliation including term agreements and maintenance. ESInet design and performance should mirror SLA five-nine’s availability and reliability.
- 3.5.17 Respondent is responsible for ingress management and maintaining connection agreements with all OSP’s.
- 3.5.18 Respondent is responsible for network to network integration and connection to all counties contiguous to Alachua County, to include Clay County.
- 3.5.19 Respondent must test with all neighboring NGCS providers that are actively providing NGCS service to other counties and provide all test results prior to Respondent NGCS go live date.
- 3.5.20 Respondent NGCS solution must be able to transfer 9-1-1 calls (voice at a minimum) to counties that remain on legacy local exchange carrier tandem systems for an unknown length of time at no additional cost to the County.
- 3.5.21 Respondent NGCS must be able to transfer wireless 9-1-1 calls to neighboring counties that are still utilizing stand-alone legacy selective routers / gateways.
- 6.1.22 Respondent NGCS solution must connect and be compatible with the existing version and release of the Alachua County Solacom Guardian 9-1-1 CPE system. Respondent shall provide a legacy gateway as necessary to effect connectivity.
- 3.5.22 As the 9-1-1 Service Provider, the Respondent shall assume responsibility for processing Service Order Input (SOI) records for the wireline carriers and establish a Location Information Server (LIS) for location validation and for dereferencing queries.
- 3.5.23 Respondent NGCS must be able to geospatially route 9-1-1 calls in accordance with the i3 Standard via legacy tabular data or by geo-spatial data when available.
- 3.5.24 Respondent NGCS location data must be able to be interworked and provided in the SIP header (by reference or value) upon receipt from the Originating Service Provider and prior to delivery to the Emergency Service Routing Proxy (ESRP) in the i3 format.
- 3.5.25 Respondent NGCS solution must identify if text to 9-1-1 inbound / outbound is a component of their NGCS offering. If so it should be included in the design and cost structure. If this service is not offered by the Respondent, the NGCS solution must not interfere with the existing text to 9-1-1 service as deployed at the PSAP(s).

- 3.5.26 Respondent NGCS solution must be compliant with real time text (RTT) to the PSAP when the service becomes universally available.
- 3.5.27 Respondent should include information regarding future plans for text to 911 as part of the NGCS solution such as multimedia messaging service (MMS).
- 3.5.28 Respondent must provide a backup plan that supports re-routing of PSAP 9-1-1 call traffic to a separate device in the event of NGCS failure.
- 3.5.29 Respondent NGCS solution should include an MIS solution to view performance statistics and have a means to display real time network activity and awareness and authorized customer access to real-time network observation, portal management tools and training.
- 3.5.30 Respondent NGCS solution must have security measures in place meeting or exceeding NENA i3 and NENA NG-SEC standards and tests.
- 3.5.31 Respondent NGCS solution should comply with the Certificate Policy issued by the Next Generation 9-1-1 Interoperability Oversight Commission (NIOC), and all entities must have credentials traceable to the PSAP Credentialing Agency.
- 3.5.32 Respondent should provide a solution that meets or exceeds current industry security standards and measures to protect the system from distributed denial of service (DDoS) or targeted denial of service (TDoS) attacks and describe the solution in their response.
- 3.5.33 Respondent should have delivered an NGCS solution to a county of equal population size or greater to that of Alachua County Florida.
- 3.5.34 Respondent must provide a solution that includes database management of legacy wireline records within Alachua County to include pANI management, add/change management with originating service providers, static record delivery, and ALI discrepancy management.
- 3.5.35 Respondent must coordinate a pre-cutover functional performance and reliability test of all NGCS network components. A county approved pre-cutover “acceptance test plan” (ATP) shall be established by the Respondent and a record of successful test results shall be documented and provided in a report format before the service can be cutover.
- 3.5.36 Respondent must monitor the reliability of the NGCS components for a period of 45 days post-cutover. This includes, but is not limited to, the NGCS system components, network components, and legacy network components in order to ensure the 9-1-1 call routing service is functioning properly as designed. If any service or major component fails during the course of the monitoring period, the 45 day period will reset, unless the issue causing a component failure was not the fault of the NGCS provider, its subcontractors/partners, and/or the overall NGCS service team.
- 3.5.37 Respondent must document issues on a punch list for minor issues with course of action and resolution prior to final acceptance (all failure criteria will be established during contract negotiations). A final system reliability report outlining system monitoring and successful results shall be provided in order to gain final acceptance of the service.
- 3.5.38 Respondent must provide an inventory of on premise NGCS ancillary equipment and the methodology used to interface to existing 9-1-1 systems. It is the responsibility of the NGCS provider to plan for the replacement, re-termination, and testing of all ancillary equipment connections prior to system cutover.
- 3.5.39 Respondent should include as part of the final 9-1-1 system acceptance an electronic set of as-built NGCS service drawings(x) in .pdf format documentation.

3.6 **Proposed NGCS Solution**

Provide a narrative description of the following project components and the methodology utilized in implementing and supporting the proposed solution. At a minimum address these components.

- 3.6.1 Project Overall Administration
- 3.6.2 Primary Single Point of Contact (SPOC)
- 3.6.3 Project Management process and personnel
- 3.6.4 Project Schedule with minor and major milestones
- 3.6.5 Project Components
- 3.6.6 NGCS specific design criteria
- 3.6.7 ESInet specific design criteria
- 3.6.8 Originating Service Provider (OSP) management
- 3.6.9 Network to Network Integration (NNI) management
- 3.6.10 Connection to 9-1-1 CPE and other critical system components
- 3.6.11 Database Management - GIS / ALI / MSAG
- 3.6.12 Security policy and process
- 3.6.13 Pre and Post cutover training
- 3.6.14 Pre and Post cutover testing
- 3.6.15 Pre and Post Acceptance Test Plan
- 3.6.16 System Administration Portal description and feature / functionality
- 3.6.17 Service and Repair SLA policy, reporting, tracking and notification

3.7 **Standards**

Submissions for this RFP should be a standards-based solution that follows national organizational laws, rules, or policies for technical requirements.

- 3.7.1 National Emergency Number Association (NENA) Standards - All equipment and services for the proposed solution should comply with the National Emergency Number Association (NENA) standards that are considered final as of the release of this RFP. It is understood that some of these standards may be under revision at any time during the RFP process, in which case the last published final standard will be used as reference. Respondents agree to comply with the latest version of the NENA standards that specify any of the Core Services or ESInet within six (6) months of their issuance at no additional cost to the County.
 - 3.7.1.1 NENA-STA-010.2-2016 (formerly NENA 08-003), Detailed Functional and Interface Specification for the NENA i3 Solution
 - 3.7.1.2 NENA 08-002, NENA Functional and Interface Standards for Next Generation 9-1-1 Version 1.0 (i3)
 - 3.7.1.3 NENA 08-751, NENA i3 Technical Requirements Document
 - 3.7.1.4 NENA 04-001, Recommended Generic Standards for E9-1-1 PSAP Equipment
 - 3.7.1.5 NENA 75-001, Security for Next Generation 9-1-1 Standard (NG-SEC)
 - 3.7.1.6 NENA – INF 15.1-2016, NENA NG9-1-1 Security Information Document
 - 3.7.1.7 NENA 04-503, Network/System Access SecurityNENA 75-502, Next Generation Security Audit Checklist
 - 3.7.1.8 NENA – INF-016.2-2018 (formerly 08-506), Emergency Services IP Network Design for NG9-1-1
 - 3.7.1.9 NENA 08-752, Location Information to Support IP-Based Emergency Services Requirements
 - 3.7.1.10 NENA 71-502, An Overview of Policy Rules for Call Routing and Handling in NG9-1-1
 - 3.7.1.11 NENA-STA-003, NENA Standard for NG9-1-1 Policy Routing Rules

- 3.7.1.12 Applicable Internet Engineering Task Force Standards (IETF), such as IP protocols, IP routing protocols, SIP, RTP, LoST, and PIDF-LO3
- 3.7.2 Where applicable, all equipment proposed to support or operate the system should comply with applicable industry standards, including the following:
 - 3.7.2.1 Underwriters Laboratories (UL) or other Nationally Recognized Testing Laboratory (NRTL)
 - 3.7.2.2 International Organization of Standards (ISO)
 - 3.7.2.3 Open System Interconnection (OSI)
 - 3.7.2.4 Institute of Electrical and Electronics Engineers (IEEE)
 - 3.7.2.5 American National Standards Institute (ANSI)
 - 3.7.2.6 Electronic Industries Alliance (EIA)
 - 3.7.2.7 Telecommunications Industry Association (TIA)—including ANSI/EIA/TIA-568, Commercial Building Telecommunications Wiring Standards

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 **Proposed System Solution, Methodology, Equipment and Services Provided**

4.5.1 **Should provide all information needed to evaluate the proposed system.**

4.5.2 **Should answer all questions from Section 3.6 above.**

4.6 **Ability to Meet Time and Budget Requirements (Cost)**

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

4.8 **Appendix**

The Appendix should include the following information:

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

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

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

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

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

4.8.6 Proposed Subcontractors (Non-Small Business Enterprise) Form **EXHIBIT F.**

4.8.7 Completed Drug Free Workplace Form, if applicable **EXHIBIT G.**

4.8.8 Completed Public Record Declaration or Claim of Exemption Form **EXHIBIT H.**

4.8.9 Insurance Requirements **EXHIBIT I.**

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

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

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

4.8.13 List of verifiable references, for whom the Consultant has performed these type services.

List any installations performed for governmental entities. The following should be provided for each reference listed:

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

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

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

5.0 **RFP SELECTION PROCEDURES**

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

5.1 **RFP Submittals**

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

5.2 **RFP Evaluation Committee**

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

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

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

5.3 **RFP Contract Negotiation**

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

6.0 **SELECTION AND EVALUATION CRITERIA**

The evaluation committee will evaluate the proposals as follows:

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

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

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

6.1.1 **Ability of Professional Personnel = 20 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:

11-20 points - Exceptional Experience

06-10 points - Average Experience

0-5 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.

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

6.1.2 **Capability to Meet Time and Budget Requirements (Cost)= 50 Points maximum**

- 6.1.2.1 Did the firm provide various funding options?
- 6.1.2.2 Did the firm break out pricing for all components (if ala cart options are provided)?
- 6.1.2.3 Did the firm indicate the method of determining the cost for any follow-on years after the initial contract term?
- 6.1.2.4 Did the firm provide information on additional or continuing costs that the County will have to pay after a transaction to the new NGCS and IP service?
- 6.1.2.5 Did the firm agree to the specification pricing cap for years 6 through 10?
- 6.1.2.6 Is the proposed schedule reasonable based on quantity of personnel assigned to the project?
- 6.1.3 **.Location = 10 points**
 - 6.1.3.1 Points Provided by Procurement.
- 6.1.4 **Small Business Enterprise Participation (SBE) - 15 Point Maximum**
 - 6.1.4.1 Points Provided by Procurement.
- 6.1.5 **Volume of Previous Work (VOW) awarded by the County = 5 Points**
 - 6.1.5.1 Points Provided by Procurement.

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

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

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

- 6.2.1 **Methodology - Implementing and supporting the System = 25 points maximum**
 - 6.2.1.1 Did the firm provide a single point of contact for all contract and implementation related issues from project start to finish?
 - 6.2.1.2 Did the firm develop a workable approach to the project?
 - 6.2.1.3 Did the firm provide a concise scope of work?
 - 6.2.1.4 Did the firm incorporate the scope of work into a manageable timeline?
 - 6.2.1.5 Did the firm provide an assigned project manager to oversee the project?
 - 6.2.1.6 Are the specific needs of the County met?
- 6.2.2 **System Requirements – Core Services Design and Functionality, ESInet Design, NOC/SOC Services, External System Interfaces, and Optional Requirements = 30 points maximum**
 - 6.2.2.1 Did the firm include all functional elements of the core solution in compliance with NENA i3 010.2-2016 (or most recent revision) standards?
 - 6.2.2.2 Did the firm include all core service functions which are available today?
 - 6.2.2.3 If a transitional approach is recommended, did the firm fully explain the requirements, steps and approximate timeline to reach full NENA i3 compatibility?
 - 6.2.2.4 Did the firm include a diagram specific to Alachua County depicting overall call and data flow required functional components
 - 6.2.2.5 Did the firm include a diagram specific to Alachua County supporting the ESInet component including redundant and diverse network paths?

6.2.2.6 Does the presented solution involve other entities not under the control or management of the respondent?

6.2.3 System Performance, Warranty and Maintenance – complexity of the overall system, components required, quality of warranty coverage and maintenance = 25 points maximum

6.2.3.1 Does the firm possess a 24x7x365 contract for maintenance, trouble, etc.?

6.2.3.2 Does the firm offer a customer portal for monitoring and managing system performance metrics?

6.2.3.3 Does the firm offer a customer portal for dynamic management of 911 call routing in the event of a disaster, network outage, special event, etc.?

6.2.3.4 Is the network solely owned and managed by the respondent? Others? Specify.

6.2.3.5 Does the firm provide single point of contact for maintenance of system and network related issues?

6.2.4 User Functionality – Ease of Use, Solution Intuitiveness, Visual Aesthetics, User Customizable Options, and User Resource Content = 20 points maximum

6.2.4.1 Did the firm include a customer portal that meets the requirements of the County from a system management perspective?

6.2.4.2 Did the firm offer a comprehensive training program that supports the system management portal throughout the life of the agreement?

6.2.4.3 Does the firms' management portal provide a user friendly process or monitoring or exercising customizable options for call routing?

6.2.4.4 Does the firms' customer portal provide a concise dashboard feature to monitor system performance and statistical 911 call information?

6.2.4.5 Were sample portal training documents and instructions included in the proposal?

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 = 65 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 = 55 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 = 30 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 = 30 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 = 20 points maximum**

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

6.4 **Other Factors**

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

7.0 **PROFESSIONAL RESPONSIBILITY**

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

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

7.1 **Insurance Requirements**

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

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

7.2 **Performance Bond (Not applicable)**

8.0 **GENERAL TERMS AND CONDITIONS**

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

8.1 **Assignment of Personnel**

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

8.2 **Basis for Contract Negotiation**

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

8.3 **Term of the Contract**

The contract shall be effective for the period beginning on the date of the fully executed contract.

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

8.5 **Governing Law**

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

8.6 **Permits, Laws & Regulations**

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

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

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

8.7 **Award of Contract(s)**

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

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

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

8.8.1 Notice of Solicitations and Awards

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

8.8.2 Solicitation Protest

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

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

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

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

8.8.2.1.3 The Solicitation instructions are unclear or contradictory.

8.8.3 Timing and Content of the Solicitation Protest

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

8.8.4 Award Protest

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

8.8.5 Basis of the Award Protest

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

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

8.8.5.2 The County failed to substantively follow the Procedures or requirements specified in the Solicitation documents, except for minor irregularities that were waived by the County in accordance with this Code, which resulted in a competitive disadvantage to the protesting party; and

8.8.5.3 The County made an identifiable mathematical or other errors in evaluating the responses to the Solicitation, resulting in an incorrect score and not protesting party not being selected for award.

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

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

8.8.7 **Burden of Proof**

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

8.8.8 **Stay of Procurement during Protests**

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

- 8.8.8.1 necessary to avoid an immediate and serious danger to the public health, safety, or welfare;
- 8.8.8.2 necessary to avoid or substantial 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: **21-976 Next Generation Core Services (NGCS) and Emergency Services Internet Protocol Network (ESInet)**

PROPOSAL OPENING DATE: **2:00 pm, Wednesday, February 10, 2021**

Local Based Firms per Section 1.16, Check One Below	
<input type="checkbox"/>	I certify that my business is located in Alachua County and meets the criteria for location points as specified in Section 1.16.
<input type="checkbox"/>	I am not a local based firm in Alachua County.

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

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

Proposer: _____ Company: _____

Address: _____

Authorized Signature: _____ Title: _____

Clearly Print Name: _____

Phone: _____ Fax: _____ Date: _____

Email Address: _____

SMALL BUSINESS ENTERPRISE (SBE) PROGRAM PARTICIPATION FORM

RFP: 21-976 Next Generation Core Services (NGCS) and Emergency Services Internet Protocol Network (ESInet)

OPTION 1

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

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

No (If No, proceed to *Option 2.*)

OPTION 2

I certify that our Company **will perform ALL work** and that no subcontractors will be utilized for this bid.

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

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

RFP: 21-976 Next Generation Core Services (NGCS) and Emergency Services Internet Protocol Network (ESInet)

OPTION 3

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

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

SBEs are located in the [Alachua County Small Business Enterprise Directory](#).

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

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

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

SBE Name of Contractor: _____

Address: _____

Scope of Work to be Performed: _____

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

SBE Name of Contractor: _____

Address: _____

Scope of Work to be Performed: _____

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

SBE Name of Contractor: _____

Address: _____

Scope of Work to be Performed: _____

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

SBE Name of Contractor: _____

Address: _____

Scope of Work to be Performed: _____

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

RFP: 21-976 Next Generation Core Services (NGCS) and Emergency Services Internet Protocol Network (ESInet)

OPTION 4

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

In accordance with Article 11, of the Alachua County Procurement Code, I have solicited and received responses from the following Alachua County certified SBE companies. (The SBE vendor's response should be recorded in the section below.)

Name of SBE Company: _____

Date SBE Contacted: _____

SBE Contact Name and Phone #: _____

SBE Response when contacted: _____

Name of SBE Company: _____

Date SBE Contacted: _____

SBE Contact Name and Phone #: _____

SBE Response when contacted: _____

Name of SBE Company: _____

Date SBE Contacted: _____

SBE Contact Name and Phone #: _____

SBE Response when contacted: _____

Name of SBE Company: _____

Date SBE Contacted: _____

SBE Contact Name and Phone #: _____

SBE Response when contacted: _____

Name of SBE Company: _____

Date SBE Contacted: _____

SBE Contact Name and Phone #: _____

SBE Response when contacted: _____

RFP: 21-976 Next Generation Core Services (NGCS) and Emergency Services Internet Protocol Network (ESInet)

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

OPTION 1

OPTION 2

OPTION 3

OPTION 4

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

Vendor Name: _____ Date _____

Signature _____ Title _____

Printed Name: _____ Title _____

CERTIFIED SMALL BUSINESS ENTERPRISE POINTS REQUEST FORM FOR RFP's

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

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

ALACHUA COUNTY GOVERNMENT MINIMUM WAGE (GMW) FORM

RFP 21-976 Next Generation Core Services (NGCS) and Emergency Services Internet Protocol Network (ESInet)

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

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

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

Bidder: _____ Company: _____

Address: _____

Authorized Signature: _____ Title: _____

Clearly Print Name: _____

Phone: _____ Fax: _____ Date: _____

Email Address: _____

VOLUME OF PREVIOUS WORK SUMMARY

Volume of previous work will be determined by the actual fees rendered to the consultant by Alachua County. These fees are based on actual payments made to the consultant and are retrieved from the County's electronic accounting system. Only a portion of these fees (Adjusted fee) will be considered based on the fiscal year payments and the factor listed below (see chart below).

SAMPLE

PERIOD	ACTUAL FEE	FACTOR	ADJUSTED FEE
Current and last year (Oct 1 – Sept 30)	\$ 100,000.00	X 1.0	\$ 100,000.00
Second year past (Oct 1 – Sept 30)	\$ 100,000.00	X .08	\$ 80,000.00
Third year past (Oct 1 - Sept 30)	\$ 100,000.00	X .06	\$ 60,000.00
TOTAL ADJUSTED FEE CONSIDERED			\$ 240,000.00

VOLUME OF PREVIOUS WORK - POINTS EARNED

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

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

PROPOSED SUBCONTRACTORS (NON-SMALL BUSINESS ENTERPRISE) FORM

RFP: 21-976 Next Generation Core Services (NGCS) and Emergency Services Internet Protocol Network (ESInet)

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

Name of Contractor: _____

Address: _____

Scope of Work to be Performed: _____

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

Name of Contractor: _____

Address: _____

Scope of Work to be Performed: _____

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

Name of Contractor: _____

Address: _____

Scope of Work to be Performed: _____

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

Name of Contractor: _____

Address: _____

Scope of Work to be Performed: _____

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

Name of Contractor: _____

Address: _____

Scope of Work to be Performed: _____

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

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

DRUG FREE WORKPLACE

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

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

Name of Business

does:

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

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

Bidder's Signature

Date

PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION

As a bidder or proposer, any document you submit to Alachua County may be a public record and be open for personal inspection or copying by any person. In Florida ‘public records’ are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011, F.S. A document is subject to personal inspection and copying unless it falls under one of the public records exemptions created under Florida law. Please designate what portion of your bid or proposal, if any, qualifies to be exempt from inspection and copying:

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

I. NO EXEMPTION FROM PUBLIC RECORDS LAW

No part of the bid or proposal submitted is exempt from disclosure under the Florida public records law, Ch. 119, F.S.

Bidder’s Signature: _____ Date: _____

- - - **OR** - - -

II. EXEMPTION FROM PUBLIC RECORDS LAW AND AGREEMENT TO INDEMNIFY AND DEFEND ALACHUA COUNTY

The following parts of the bid or proposal submitted are exempt from disclosure under the Florida public records law because: (list exempt parts and legal justification. i.e. trade secret):

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

Bidder’s Signature: _____ Date: _____

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

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

COMMERCIAL GENERAL LIABILITY

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

AUTOMOBILE LIABILITY

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

WORKERS COMPENSATION AND EMPLOYER’S LIABILITY

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

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

BUILDER’S RISK / INSTALLATION FLOATERS (when applicable)

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

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

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

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

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

OTHER INSURANCE PROVISIONS

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

I Commercial General Liability and Automobile Liability Coverages

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

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

II All Coverages

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

SUBCONTRACTORS

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

CERTIFICATE HOLDER: Alachua County Board of County Commissioners

MAIL, EMAIL or FAX CERTIFICATES

Department Contact: Keith Godwin

Department: Fire Rescue

Phone: 352.384.3101

Email: kgodwin@alachuacounty.us

Bid: Next Generation Core Services (NGCS) and Emergency Services
Internet Protocol Network (ESInet)

(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)

SAMPLE AGREEMENT FOR PROFESSIONAL SERVICES

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

WITNESSETH

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

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

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

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

1. **Term**. This Agreement is effective on the date executed by both parties and continues until the _____ day of _____, 20__ unless earlier terminated as provided herein. This Agreement may be amended at the option of the County for ____ additional ____ year terms at the terms and conditions contained in this Agreement.

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

2. **Representations**. By executing this Agreement, the Professional makes the following express representations to the County:
 - a. The Professional is professionally qualified to act as the professional for the Project

and is licensed to practice _____ by all public entities having jurisdiction over the Professional and the Project;

b. The Professional shall maintain all necessary licenses, permits or other authorizations necessary to act as professional for the Project until the Professional's duties hereunder have been fully satisfied;

c. The Professional has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated;

d. The Professional shall prepare all deliverables required by this Agreement including, but not limited to, all contract plans and specifications, in such a manner that they shall be accurate, coordinated, and adequate for the purposes intended and shall be in conformity and comply with all applicable law, codes and regulations;

e. The Professional represents that the deliverables prepared by the Professional are adequate and sufficient to accomplish the purposes of the project and meet the requirements of all applicable federal, state and local codes and regulations.

f. The Professional acknowledges that the County's review of the deliverables in no way diminishes the Professionals representations pertaining to the deliverables.

3. **Duties of the Professional.** The Professional shall have and perform the following duties, obligations, and responsibilities to the County as outlined in **Exhibit "1."**

4. **Duties of the County.** The County shall have and perform the following duties, obligations, and responsibilities to the Professional as outlined in **Exhibit "2."**

5. **Method of Payment.** For its assumption and performance of the duties, obligations, and responsibilities set forth herein, the Professional shall be paid in accordance with this section.

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

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

(1) Expenses for travel when traveling in connection with provision of services under this Agreement in accordance with the provisions of §112.061(7) and (8), Florida Statutes, or their successor and with the prior approval of the County.

(2) Actual expense of reproductions, postage and handling of drawings and specifications postage-actual cost;

(3) If authorized in writing in advance by the County's representative, the cost of other expenditures made in the interest of the work effort.

OR:

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

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

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

Dept Director
Dept: _____
Address
Gainesville, Florida, _____

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

f. 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. Payments shall be made to the following address:

Company
Address
City/State/Zip
ATTN: _____

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

6. **Alachua County Minimum Wage:**

- a. Services rendered through this Agreement are considered covered services under Chapter 22, Article 12, of the Alachua County Procurement Code (“Alachua County Government Minimum Wage”), which establishes a government minimum wage for certain contractors and subcontractors providing selected services to Alachua County government.
- b. The Contractor must provide certification, **Exhibit ____**, to the County that it pays each of its employees the Alachua County Government Minimum Wage, as well as ensuring that it will require the same of its subcontractors throughout the duration of the Agreement
- c. The Contractor shall prominently display a copy of the Wage Ordinance where it is easily seen by covered employees and supply to covered employees upon request. Additionally, the Contractor is responsible to make any person submitting a bid for a subcontract for covered services aware of the requirement
- d. Failure to comply with the provisions of the Wage Ordinance will be deemed a breach of contract and authorize the County to withhold payment of funds in accordance with Chapter 218, Florida Statutes.
- e. The Contractor will include the necessary provisions in subcontracts to ensure compliance. However, the County shall not be deemed a necessary, or indispensable, party in any litigation between the contractor and subcontractor

7. **Personnel.**

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

NAME

[list]

FUNCTION

[list]

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

8. **Notice.** Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. All notices shall be deemed delivered two (2) business days after mailing, unless deliver is by personal delivery 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 representative are:

County:

Title

Dept

PO Box

Gainesville, FL

Professional:

Company

Address

City/State/Zip

Attn: _____

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

Jesse. K. Irby II

Clerk of the Court

12 SE 1st Street

Gainesville, FL 32602

Attn: Finance and Accounting

And to

Procurement Division

12 SE 1st Street

Gainesville, Florida 32601

Attn: Contracts

9. **Default and Termination.**

- a. The failure of the Professional to comply with any provision of this Agreement will place the Professional in default. Prior to terminating the Agreement, the County will notify the Professional in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Professional seven (7) days to cure the default. The _____ Manager is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the County Manager is authorized to provide final termination notice on behalf of the County to the Professional.
- b. The County may also terminate the Agreement without cause by providing written notice to the Professional. The County Manager is authorized to provide written notice of termination on behalf of the County. Upon such notice, Professional will immediately discontinue all services affected (unless the notice directs otherwise); and, deliver to the County all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Professional in performing this Agreement, whether completed or in process. In the event of such termination for convenience, Professional recovery against County shall be limited to that portion of the Agreement amount earned through the date of termination, but Professional shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed.
- c. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four hours' notice in writing to the Professional. The County will be the final authority as to the availability of funds. The County will pay the Professional for all work completed prior to any notice of termination.

10. **Project Records.**

a. **General Provisions:**

- i. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per §119.011(12), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.
- ii. In accordance with §119.0701, Florida Statutes, the Professional or Contractor (referred hereinafter in all of the "Project Records" section collectively as "Professional"), *when acting on behalf of the County*, as provided under 119.011(2), Florida Statutes, shall keep and maintain public records as required by

law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Professional or Contractor shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

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

b. Confidential Information:

- i. During the term of this Agreement or license, the Professional may claim that some or all of Professional's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Professional in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Professional shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the information properly identified by the Professional as "Confidential Information" or "CI."
- ii. The County shall promptly notify the Professional in writing of any request received by the County for disclosure of Professional's Confidential Information and the Professional may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Professional shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Professional shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Professional's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Professional shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Professional releases County from claims or damages related to disclosure by County.
- c. **Project Completion:** Upon completion of, or in the event this Agreement is terminated, the Professional, *when acting on behalf of the County* as provided under §119.011(2), Florida Statutes, shall transfer, at no cost, to the County all public records in possession

of the Professional or keep and maintain public records required by the County to perform the service. If the Professional transfers all public records to the County upon completion or termination of the agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Professional keeps and maintains public records upon the completion or termination of the agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the County, upon request from the Counties custodian of public records, in a format that is compatible with the information technology systems of the County.

- d. **Compliance:** The Contractor may be subject to penalties under §119.10, Florida Statutes, if the Contractor fails to provide the public records to the County within a reasonable time.

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

11. **Ownership of Deliverables.** All project deliverables and documents are the sole property of the County and may be used by the County for any purpose.
12. **Insurance.** The Professional will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in **Exhibit "3."** A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as **Exhibit "3-A"**.
13. **Permits.** The Professional will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.
14. **Laws & Regulations.** The Professional will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. The Professional is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If the Professional is not familiar with state and local laws, ordinances, code rules and regulations, the Professional remains liable for any violation and all subsequent damages or fines.

15. **Indemnification**

- a. The Professional agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The Professional further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if their (claims, etc.) are groundless, false, or fraudulent. Professional agrees that indemnification of the County shall extend to any and all work performed by the Professional, its sub-Professionals, employees, agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Professional's insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Professional.
- b. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes.

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

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

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

16. **Standard of Care.** The services of the Professional shall be performed with the skill and care which would be exercised by a qualified professional performing similar services at the time and place such services are performed. If the failure to meet these standards results in deficiencies in the substandard architectural or engineering design, the Professional shall furnish, at his own cost and expense, the redesign necessary to correct such deficiencies, and shall be responsible for any and all consequential damages arising from those deficiencies.
17. **Assignment of Interest.** Neither party will assign or transfer any interest in this Agreement without prior written consent of the other party.
18. **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.
19. **Independent Professional or Consultant.** In the performance of this Agreement, the Professional is acting in the capacity of an independent Professional or Consultant and not as an agent, employee, partner, joint venturer, or associate of the County. The Professional is solely responsible for the means, method, technique, sequence, and procedure utilized by the Professional in the full performance of the Agreement.
20. **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.
21. **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.
22. **Prohibition Against Contingent Fees.** As required by §287.055(6), Florida Statutes, the Professional warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Professional to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Professional any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.
23. **Third Party Beneficiaries.** This Agreement does not create any relationship with, or any rights in favor of, any third party.

24. **Severability**. If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect
25. **Non Waiver**. The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.
26. **Governing Law and Venue**. The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. Sole and exclusive venue for all actions arising under this Agreement shall be in Alachua County.
27. **Attachments**. All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.
28. **Amendments**. The parties may amend this Agreement only by mutual written agreement of the parties.
29. **Captions and Section Headings**. Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
30. **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.
31. **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.
32. **Entire Agreement**. This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations.

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

ALACHUA COUNTY, FLORIDA

By: _____

_____, Chair

Board of County Commissioners

Date: _____

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

ATTEST:

APPROVED AS TO FORM

J.K. "Jess" Irby, Esq., Clerk

Alachua County Attorney's
Office

(SEAL)

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

PROFESSIONAL

ATTEST (By Corporate Officer)

By: _____

Print: _____

Title: _____

By: _____

Print: _____

Title: _____

Date: _____

**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: Duties of The County

EXHIBIT 2-A: Method of Additional Compensation

EXHIBIT 3: Insurance Requirements

EXHIBIT 3-A: Certificate of Insurance

EXHIBIT 4: Certification of Meeting Alachua County Wage Ordinance

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

Corporate Name:

Address

City/State/Zip

Phone Number

Point of Contact_____

Project Description:

CONTRACTOR

ATTEST (By Corporate Officer)

By:_____

Print:_____

Title: _____

By:_____

Print: _____

Title:_____

Date: _____

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