

SUBMIT PROPOSALS TO		REQUEST FOR STATEMENT OF QUALIFICATIONS (RSQ) RSQ-Q036-0-2013	
FLAGLER COUNTY, PURCHASING OFFICE 1769 E. MOODY BLVD. Bldg #2, Suite 304 BUNNELL, FLORIDA 32110			
David R. Santiago, CPPB,FCCN PURCHASING MANAGER 386-313-4061 FAX 386-313-4108		PROPOSAL RECEIVED DATE/TIME	
MAILING DATE: October 23, 2013	RSQ TITLE: Professional Services for the New Flagler County Sheriff's Operations Center	RSQ NUMBER RSQ-Q036-0-2013	PROPOSAL DUE DATE/TIME November 13, 2013 at 3:00pm
PRE PROPOSAL DATE, TIME and LOCATION: October 30, 2013 at 10:00 AM 1769 E. Moody Blvd. Bldg #2, Suite 309 Bunnell, Florida 32110			PROPOSALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED.
PROPOSER NAME:		If returning as "NO PROPOSAL", state reason and COMPLETE ATTACHED FORM	
PROPOSER MAILING ADDRESS:			
CITY-STATE-Zip:			
Area Code Telephone Number			
Area Code Fax Number			
E-MAIL ADDRESS			
FLAGLER COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER		_____ Authorized Signature	
		_____ Print Signature Name	
		_____ Title Date	

**FLAGLER COUNTY
ADVERTISEMENT FOR
REQUEST FOR STATEMENT OF QUALIFICATIONS
FOR
PROFESSIONAL SERVICES FOR
NEW FLAGLER COUNTY SHERIFF'S OPERATIONS CENTER
RSQ-Q036-0-2013**

Flagler County, Florida is seeking qualification proposals from qualified Professional Architectural/Engineering firms or teams for the analysis, design, cost estimating, post design, construction administration and other related services for the rehabilitation of the existing vacant former Flagler County Hospital located at 901 East Moody Boulevard, Bunnell, Florida for a New Flagler County Sheriff's Operation Center.

The resulting construction project will consist of the rehabilitation/modification of the existing former hospital and related facilities and result in a modern new Sheriff's Operation Center capable of meeting the immediate (approximately 25,000 square feet) and foreseeable (an additional approximately 25,000 square feet) needs of Flagler County and the Flagler County Sheriff's Office. The Sheriff's Operation Center will include and require efforts to improve the structural integrity of the existing facility to meet current applicable standards. Preliminary planning efforts to establish the feasibility of the future use of this facility, have indicated the former hospital structure, building exterior and roofing envelope, building interior layout/configuration and related mechanical, electrical and plumbing systems are in need of significant rehabilitation efforts.

The general objective is for the selected firm/team be capable of providing a full range of services and assistance, including but not limited to; establishing a scope of required rehabilitation activities, preparing an acceptable program budget, obtaining reviewing agency approvals and/or permits, preparation of design drawings and specifications, bid documents, assistance with solicitation and review of bids, assistance in contract administration, construction engineering and inspection and verification testing services for the life of the project. The firm/team must be familiar with all appropriate codes relative to rehabilitation of this type of building and the possible procurement of funding assistance.

Submittals should be of sufficient detail as to show the experience of the individual(s), including sub-consultants, who would be assigned to the project, the firm's approach to providing rehabilitation services, and should provide sufficient data concerning the firm's current and projected future workload to assure availability of sufficient manpower to complete the work in a timely fashion. The timeline for this project is to be considered one of moderate urgency. A tentative schedule showing proposed tasks and time needed to complete each task from issuance of Notice-to-Proceed is required. Proposal qualification packages shall also contain up to date SF 254 and SF 255 or SF 330 forms.

A Non-Mandatory Pre-Proposal Meeting for all interested parties will be held on Wednesday, October 30, 2013 at 10:00 AM in the Flagler County Government Services Building, 1769 E. Moody Blvd., Building 2, 3rd Floor Engineering Department Conference Room Bunnell, FL 32110. The Pre-Proposal Meeting will offer potential firms the opportunity to ask questions and discuss the project directly with staff.

Interested parties shall submit proposals **no later than 3:00 PM, ~~Wednesday~~Thursday, November14, 2013.**

Interested firms may download the proposal forms and all other pertinent information by visiting www.demandstar.com or by calling DemandStar at (800) 711-1712.

Flagler County reserves the right to reject any and all proposals, to award all or segments of the project, and to waive any informality in proposals received, all as may be in the best interest of the County.

David R. Santiago, CPPB, FCCN
Purchasing Manager

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**REQUEST FOR STATEMENT OF QUALIFICATIONS
FOR
PROFESSIONAL SERVICES
FOR THE
NEW FLAGLER COUNTY SHERIFF'S OPERATIONS CENTER PROJECT
RSQ-Q036-0-2013**

SECTION 1. PURPOSE AND OVERVIEW:

The purpose for this Request for Statement of Qualifications (RSQ) is to solicit proposals from qualified firms for the analysis, design, cost estimating, post design, construction administration and other related services for the rehabilitation of the existing vacant former Flagler County Hospital located at 901 East Moody Boulevard, Bunnell, Florida for a New Flagler County Sheriff's Operation Center.

The resulting construction project will consist of the rehabilitation/modification of the existing former hospital and related facilities and result in a modern new Sheriff's Operation Center capable of meeting the immediate (approximately 25,000 square feet) and foreseeable (an additional approximately 25,000 square feet) needs of Flagler County and the Flagler County Sheriff's Office. The Sheriff's Operation Center will include and require efforts to improve the structural integrity of the existing facility to meet current applicable standards. Preliminary planning efforts to establish the feasibility of the future use of this facility, have indicated the former hospital structure, building exterior and roofing envelope, building interior layout/configuration and related mechanical, electrical and plumbing systems are in need of significant rehabilitation efforts.

The general objective is for the selected firm/team be capable of providing a full range of services and assistance, including but not limited to; establishing a scope of required rehabilitation activities, preparing an acceptable program budget, obtaining reviewing agency approvals and/or permits, preparation of design drawings and specifications, bid documents, assistance with solicitation and review of bids, assistance in contract administration, construction engineering and inspection and verification testing services for the life of the project. The firm/team must be familiar with all appropriate codes relative to rehabilitation of this type of building and the possible procurement of funding assistance.

It is the intent and purpose of the Flagler County Board of County Commissioners (County) that this Request for Statement of Qualifications promotes competitive selection. It shall be the Proposer's responsibility to advise the Purchasing Department at the address noted in the Special Conditions, if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RSQ to a single source. Such notification must be submitted in writing and must be received by the Purchasing Department not later than ten (10) days prior to the proposal opening date.

SECTION 2. INSTRUCTIONS TO PROPOSERS:

Firms or companies desiring to provide services, as described herein shall submit sealed proposals including one original copy, one electronic pdf copy on CD, and six (6) copies no later than **3:00 PM local time, November 13, 2013**, to the Flagler County Purchasing Division, Government Services Building, 1769 East Moody Blvd., Building 2, Suite 304 (3rd Floor), Bunnell, Florida 32110, (386) 313-4010.

Offers by telephone, email or telegram shall not be accepted. Also, proposers are instructed **NOT** to fax their proposal package. **Faxed proposals shall be rejected as non-responsive regardless of where or when the fax is received.**

It is the sole responsibility of the proposer to ensure that his or her proposal reaches the Purchasing Division. **Proposals received after the specified time and date shall be returned unopened.** The time/date stamp clock located in the Purchasing Division shall serve as the official authority to determine lateness of any proposal. **The decision to refuse to consider a bid or proposal that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Flagler County Purchasing Policy.**

Respondents are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid, proposal or quotation is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

All proposals will be opened publicly and the names of all proposers shall be read aloud.

SECTION 3. TERMS AND CONDITIONS:

- A. The County reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment, best serves the interest of the County, or to award a contract to the next most qualified proposer if a successful proposer does not execute a contract within thirty (30) days after approval of the selection by the Board of County Commissioners or other competent authority.
- B. Flagler County reserves the right, and the Purchasing Manager has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Flagler County Purchasing Policy. The County reserves the right to request clarification of information submitted and to request additional information of one or more applicants.
- C. Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide to the County the services set forth in this RSQ, or until one or more of the proposals have been awarded.
- D. Proposals shall be sealed and proposers should indicate on their proposal the following:
 - a) Request for Statement of Qualifications (RSQ) Number
 - b) Date of Opening
 - c) Name of Proposer
- E. Costs of preparation of a response to this RSQ are solely those of the proposer. The County assumes no responsibility for any such costs incurred by the proposer. The proposer also agrees that the County bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

F. The proposer receiving the award must obtain or possess the following insurance coverage's, and will provide Certificates of Insurance to the County, with the Certificate Holder listed as Flagler County Board of County Commissioners, to verify such coverage.

INSURANCE: Unless otherwise specified, the Consultant shall, at its sole expense, maintain in effect at all times during the performance of the services insurance coverage with limits not less than those set forth below and with insurers and under forms of policies satisfactory to COUNTY.

<u>Coverage</u>	<u>Minimum Amounts and Limits</u>
(a) Worker's Compensation	Statutory requirements at location of work
Employer's Liability	\$100,000 each occurrence \$500,000 disease, aggregate \$100,000 disease, each employee
(b) Commercial General Liability	\$1,000,000 General Aggregate \$1,000,000 Products-Comp.Ops Agg \$2,000,000 Each Occurrence \$100,000 Fire Damage \$5,000 Medical Expense
(c) Automobile Liability (owned, hired and non-owned)	\$1,000,000 Combined Single Limit
Option of Split Limits:	
(1.) Bodily Injury	\$500,000 Per Person \$1,000,000 Per Accident
(2.) Property Damage	\$500,000
(d) Professional Liability	\$1,000,000 per claim \$1,000,000 annual aggregate

Insurance carrier(s) must have a minimum financial rating of A-.

Coverage shall apply to the indemnity provided to Flagler County and shall include Flagler County its officers and employees, as additional insured's, as regards to liability arising out of Consultant's performance of the work or the work performed by others on behalf of Consultant under this Contract. The insurance afforded to the County shall state that it is primary insurance and shall provide for a severability of interest or cross-liability clause. Prior to entering into the Contract with the County, Consultant shall furnish COUNTY with Certificates of Insurance (identifying on the face thereof the Project name and Contract number) as evidence of the above required insurance and such Certificates shall include the following language: Flagler County Board of County Commissioners as additional insured and an endorsement for which has been issued, subject to a requirement for recurring certificate of insurance every fifteen (15) days from the contract award date until, all obligations under the Contract/Agreement are completed.

Alternatively, in lieu of recurring certificates, The Consultant or vendor may provide a certificate of insurance that contains a provision that coverage afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given to the County, except that in the event of cancellation for nonpayment of premium the County shall receive notice as prescribed by state law (10 days). The cancellation clause

should read as follows: "Should any of the described policies be canceled or material modified before the expiration date thereof, the issuing company will mail 30 day prior written notice to the certificate holder named below, except that in event of cancellation for nonpayment of premium, the notice shall be 10 days unless a longer time is prescribed by Florida Statute."

The COUNTY will not maintain any insurance on behalf of Consultant covering loss or damage to the work or to any other property of Consultant.

None of the requirements contained herein as to types, limits and approval of insurance coverage to be maintained by Consultant are intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Consultant under the Contract.

Consultant shall deliver the original Certificate of Insurance and one copy to the agent of the COUNTY. Notices, in original and one copy, of cancellation, termination and alteration of such policies shall also be provided to the agent of the COUNTY.

- G. The contract that the County intends to use for award is attached for reference. Any exceptions to this standard contract must be clearly indicated by return of the standard contract with the proposal, with exceptions clearly noted. The County has the right to require the selected respondent to sign the attached contract or to negotiate revisions to the contract language prior to execution of the contract, at its sole discretion.
- H. The awarded consultant shall establish and maintain a reasonable accounting system, which enables ready identification of Consultant's cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all fees for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The County or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the Consultant or its subconsultants as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the Consultant's place of business. This right to audit shall include the Consultant's subcontractors used to procure goods or services under the contract with the County. Consultant shall ensure the County has these same rights with subcontractor(s) and suppliers.
- I. **Shortlists, Protests and Lobbying:** The recommended short list of firms, in alphabetical order, will be posted for review by interested parties at the Purchasing Division prior to submission through the appropriate approval process and will remain for a period of five full business days. Failure to file a protest to the Purchasing Manager by 5:00 PM on the fifth full business day after posting date shall constitute a waiver of protest proceedings.
A lobbying blackout period shall commence upon issuance of the solicitation until the Board selects the successful proposer. For procurements that do not require Board approval, the blackout period commences upon solicitation issuance and concludes upon contract award.

The Board of County Commissioners may void any contract where the County Administrator, one or more County Commissioners, or a county staff person has been lobbied in violation of the black-out period restrictions of Purchasing Policy 02-01.

- J. Information regarding Committee scheduling and Board approvals is available by calling the Purchasing Division at (386) 313-4010. Scores of short listed firms will be available on Demandstar.com the business day following the Procurement Committee Meeting. Proposers will not be notified.
- K. A person or affiliate who has been placed on the convicted vendor list following a conviction for 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 Subcontractor under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- L. The County's performance and obligation to pay under this contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners.
- M. Term of Contract - It is the intent of the County to enter into contract(s) for the approximate duration of eighteen (18) months – design and construction.
- N. Proposers shall list **all** proposed subconsultants to be used, regardless of racial or gender grouping. Include names, addresses, phone numbers, type of work subcontracted (discipline, trade or commodity) and proposed percentage of work.

SECTION 4. QUESTIONS REGARDING THIS RSQ:

Proposers shall not direct any queries or statements concerning their proposal to the Flagler County Procurement Committee or County staff during the selection process, from the time of submission of a proposal until the execution of a contract. Any proposer who initiates any discussions with staff in any manner other than that described below is subject to disqualification from this procurement.

All questions or concerns regarding this Request for Statement of Qualifications must be submitted **in writing**, faxed to (386) 313-4108 or by email to dsantiago@flaglercounty.org or mailed to the Purchasing Division, Government Services Building, 1769 East Moody Blvd., Bldg. 2, Ste. 304, Bunnell, FL 32110, **no later than 3:00 PM November 5, 2013** to the attention of David Santiago, Purchasing Manager, referencing the RSQ number in the subject line.

When appropriate, the Purchasing Division will issue an addendum to the Request for Statement of Qualifications. The addendum will be available on the Internet for access by potential proposers. Proposers are instructed not to contact the initiating division directly. No oral interpretation of this Request for Statement of Qualifications shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Purchasing Manager.

It will be the responsibility of the proposer to contact the Purchasing Department prior to submitting an RSQ response to ascertain if any addenda have been issued, to obtain all such addenda, and return executed

addenda with the RSQ submittal.

This provision exists solely for the convenience and administrative efficiency of Flagler County. No proposer or other third party does not gain any rights by virtue of this provision or the application thereof, nor shall any proposer or third party have any standing to sue or cause of action arising there from.

SECTION 5. DEBRIEFING OF PROPOSERS:

Not later than thirty (30) days after Board approval of a selection or shortlist, a proposer may submit a written request to the applicable contract administrator or purchasing agent for a debriefing on the evaluation of their proposal. The contract administrator/purchasing agent will schedule a meeting with the proposer for the debriefing. However, at the proposer’s request, the debriefing may be conducted via telephone conference or the proposer may request a copy of the digital recording of the selection on CD for \$15.00 fee.

SECTION 6. PROPOSAL REQUIREMENTS

A. **Introduction**

Flagler County, Florida is seeking proposals from qualified firms to provide consulting/engineering/architectural services as described herein.

B. **Scope of Services**

A complete Scope of Services can be found in Section 7.

C. **Subconsultants**

The Flagler County Board of County Commissioners reserves the right to approve all subconsultants for this contract. If subconsultants are to be utilized, their names and references must be included within this initial proposal. Responsibility for the performance of the contract remains with the main Consultant exclusively. Subconsultants may be added to this contract during the contract period only with PRIOR WRITTEN PERMISSION from Flagler County.

D. **Miscellaneous Requirements**

- i. The Consultant shall possess all the appropriate licenses, permits and tariffs required by various governmental agencies having jurisdiction over such services. A copy of all the required licenses will be required prior to award of a contract, including certification(s) of all Florida professional engineer(s).
- ii. The Flagler County Board of County Commissioners or its authorized representative reserves the right to obtain all documentation deemed appropriate to verify the Contractor is meeting all regulations and specification requirements.
- iii. Any damage to facilities, equipment or property, due to the incompetence or negligence of the consultant’s personnel including subconsultants/subcontractors that occurs, shall be responsibility of the Consultant. The Consultant shall reimburse the owner of the damaged facility, equipment or property for any cost to repair damage, beyond reasonable wear, caused by the Consultant.

- iv. The Consultant's and their subconsultant/subcontractor's personnel who perform the work in connection with this contract shall meet the requirements of the Flagler County BCC drug policy.

E. **Submission of Proposals**

The following information shall be submitted in all proposer responses in the format as specified herein. Failure to submit the requested information in this format will result in a reduction in the evaluation points assigned to your proposal.

TAB A – STATEMENT OF INTEREST AND INTRODUCTION

The responding firm (or the lead firm if sub-consultants are proposed) will provide a letter, on letterhead, not exceeding two pages, which serves as a statement of interest and introduction to the submittal. If sub-consultants are proposed, each sub-consultant may provide a similar letter, not exceeding one page.

TAB B – COMPANY HISTORY

A brief narrative, not exceeding two pages, of the corporate history of the firm.

TAB C – COMPANY QUALIFICATIONS AND CAPABILITIES

The ability and capability of the firm to perform services of this type.

A statement of the firm's capacity to perform the work within the required schedule. This should take the form of either narrative or chart which describes the available time for the proposed project team throughout the expected time frame for the project and which represents a commitment by the responding firms to allocate the necessary resources to the project.

TAB D – QUALIFICATIONS AND ABILITIES OF PROFESSIONAL PERSONNEL

1. A description, not exceeding four pages, of the proposed project team. This description should provide the following:
 - Names
 - Titles
 - Firm names (if sub-consultants are involved)
 - Clearly identify the proposed role in the project team for each person.
2. **For each person named, a brief** description of qualifications, not exceeding four pages per individual, shall include at minimum:
 - The professional qualifications for each person
 - A summary of experience on projects similar to that described by this RSQ
 - Resumes of the proposed personnel to be assigned to this project (to include years of experience and years with the company)

TAB E – CLIENT REFERENCES FOR SIMILAR PROJECTS

Include the contact number of references included and identify the similar project and services completed for the reference party (individual and/or firm).

TAB F – EXPERIENCE ON SIMILAR PROJECTS

Provide a description of the project and the manner in which you will successfully complete the work. Provide descriptions of similar projects with a list of proposed team members and who worked on the similar project. Identify any similar Florida Department of Transportation funded and administered Federal-Aid project experience in this section.

TAB G - LICENSES

Include a copy of any and all professional licenses as required to perform the services described herein.

TAB H – REQUIRED DOCUMENTS

Include all required Flagler County forms. **FAILURE TO PROVIDE ALL INFORMATION** listed on each form may result in the rejection of your proposal, or a reduction in evaluation points. Required forms include:

- Proposer’s certification form
- Affidavit of Non-Collusion and of Non-Interest of Flagler County Employees
- Sworn Statement on Public Entity Crimes
- Authorized Signatures / Negotiators
- Vendor Information
- Addendum Acknowledgement

Proposal Evaluation

Flagler County shall be the sole judge of its own best interests, the proposals, and the resulting agreement. An award may be made to the most responsive and responsible firm whose proposal is determined to be the most advantageous to the County. The County’s decision shall be final and the County at all times reserves the right to:

1. Reject any or all proposals or parts thereof
2. Issue subsequent RSQ
3. Cancel the entire RSQ
4. Remedy technical errors in the RSQ
5. Negotiate with any, all, or none of the Proposers
6. Award a contract to one or more Proposers or none at all
7. Accept other than the lowest price
8. Waive informalities and irregularities in proposals

The proposals received will be evaluated by qualified personnel of Flagler County.

Flagler County reserves the right to consider historic information and fact, whether gained from the Proposer’s proposal, question and answer conferences, references, and/or other sources in the evaluation process.

The County reserves the right to conduct investigations as deemed necessary by the County to assist in the evaluation of any proposal and to establish the responsibility, qualifications and financial ability of Proposers, subcontractors, suppliers and other persons and organizations to perform and furnish the work in accordance with the Proposal documents.

It is the Proposer’s sole responsibility to submit information related to the evaluation categories. Flagler County is under no obligation to solicit such information if the proposer fails to include it within their proposal submittal. Failure to provide requested information may result in the rejection of the proposal, or a deduction in evaluation points at the sole discretion of the evaluation committee.

Evaluation Criteria

The proposals received will be evaluated based on the following criteria:

<u>CRITERIA</u>	<u>WEIGHT</u>
Company/Firm Qualifications and Capabilities	20
Qualifications and Abilities of Professional Personnel	25
Client References for Similar Projects	20
Experience on Similar Projects	25
Quality of Submittals	10
TOTAL	100

RSO Schedule

The following schedule is the PROPOSED schedule for evaluations. *The County reserves the right to alter dates as needed.*

Pre-Proposal Meeting	10:00 a.m.	October 30, 2013
Deadline for Proposal Questions.	3:00 p.m.	November 5, 2013
Proposal Due Date.	3:00 p.m.	November 13, 2013
Evaluation Committee Meeting	(week of)	November 18, 2013

SECTION 7. SCOPE OF SERVICES

7.1 Project Description:

Flagler County (“County”), Florida is requesting proposals and intends to select a qualified Architectural/Engineering firm for the analysis, design, cost estimating, post design, construction administration and other related professional services for the rehabilitation of the existing vacant former Flagler County Hospital located at 901 East Moody Boulevard, Bunnell, Florida for a New Flagler County Sheriff’s Operation Center.

The resulting project will consist of the rehabilitation/modification of the existing former hospital and related facilities and result in a modern new Flagler County Sheriff’s Operation Center capable of meeting the immediate (approximately 25,000 square feet)

and foreseeable (an additional approximately 25,000 square feet) needs of Flagler County and the Flagler County Sheriff's Office. The Sheriff's Operation Center will include and require efforts to improve the structural integrity of the existing facility to meet current applicable standards. Preliminary planning efforts to establish the feasibility of the future use of this facility, have indicated the former hospital structure, building exterior and roofing envelope, building interior layout/configuration and related mechanical, electrical and plumbing systems are in need of significant rehabilitation efforts.

The general objective is for the selected firm/team be capable of providing a full range of services and assistance, including but not limited to; establishing a scope of required rehabilitation activities, preparing an acceptable program budget, obtaining reviewing agency approvals and/or permits, preparation of design drawings and specifications, bid documents, assistance with solicitation and review of bids, assistance in contract administration, construction engineering and inspection and verification testing services for the life of the project. The firm/team must be familiar with all appropriate codes relative to rehabilitation of this type of building and the possible procurement of funding assistance.

7.2 General Information

7.2.1 Subconsultants

Flagler County reserves the right to approve all subconsultants for this contract. If subconsultants are to be utilized, their names and references must be included within this initial proposal. Responsibility for the performance of the contract remains with the main Consultant exclusively. Subconsultants may be added to this contract during the contract period only with PRIOR WRITTEN PERMISSION from Flagler County.

7.2.2 Qualifications

The firm(s) must have engineers, architects and other professional personnel that are registered and licensed in the State of Florida, qualified inspectors and other personnel as required to perform the duties necessary to complete the various services for this project.

7.3 Anticipated Services

The top ranked firm will submit a detailed scope of services for consideration during negotiations. The final negotiated scope of professional services for the specified project will include, but may not be limited to, the following:

- Provide qualified personnel and sub-consultants necessary to carry out the requirements of the project services.
- Provide Design Services (Architectural, Structural, Mechanical, Electrical, Plumbing, Fire Protection, Security, Information Technology, Civil, Geotechnical, Landscape/irrigation, Interior Design, etc.) that are required for the rehabilitation and new construction project.
 - Master Planning/Conceptual Schematics
 - Schematic Design Documents
 - Design Development Documents (Plans and Specifications)

- 50% Construction Documents (Plans and Specifications)
 - 100% Construction Documents (Plans and Specifications)
- Coordination and permitting with local municipalities and other jurisdictional and regulatory agencies.
- Preparation of preliminary and final cost estimates.
- Preparation of design and construction schedules.
- Prepare and provide presentations to the Board of County Commissioners to discuss the project as determined by the County.
- Provide Bidding Assistance
- Attend meetings (e.g. preconstruction, progress and coordination) to discuss the project as determined by the County.
- Administer, monitor, inspect the Construction Contract such that the project is completed in conformity with the plans, specifications, special provisions and related Contract Documents to determine the progress and quality of work.
- Maintain detailed accurate records of the Contractor's operations and events that effect the work.
- Review and evaluate monthly Contractor Pay Estimates.
- Monitor and document performance of Contractor sampling and testing of component materials and completed work, both on and off site, for verification and acceptance.
- Verify and document the Contractor is conducting inspections, preparing reports and complying with permit requirements associated with the project.
- Monitor, inspect, document and assist in resolution of any utility construction conflicts.
- Video the pre-construction conditions throughout the project, provide project progress photographs with a summarizing PowerPoint presentation of the completed construction project.
- Negotiate additional work/time/costs with the Contractor, as requested.
- Analyze and monitor construction baseline and progress schedule updates.
- Review Contractor developed "As-Built" Plans for conformance with the Project Documents and completed work.
- Provide County with all appropriate documentation and certifications to confirm compliance with all project and jurisdictional requirements.

7.4 Compensation

7.4.1 After a final ranking of all proposals received has been decided, the County will begin negotiations with the top ranked firm for contract pricing, per the Consultant's Competitive Negotiations Act requirements. Compensation for the project will be negotiated between the County and the awarded consultant prior to the start of the project.

7.4.2 The County may elect to provide compensation in the Lump-Sum or Unit Cost format.

7.4.3 Progress payments may be requested monthly. All invoices shall include the Purchase Order Number, the County Contract Number, the name of the project, the authorized amount, the total of previous billings, the current billing amount, and the amount remaining unbilled. In

addition, a narrative summary of services provided, explanation of expenses billed under the current billing amount and all back-up documentation needed to confirm the appropriateness of the Consultant's billing shall be provided.

7.4.4 The County's normal payment procedures in accordance with the Florida Prompt Payment Act will be observed. No early payments shall be approved.

7.4.5 No out of scope services shall be provided in the absence of prior, written authorization in the form of a supplemental agreement and issuance of an appropriate change order to the existing Purchase Order. The County will accept no obligation for any services provided which do not conform to this requirement.

SECTION 8- SPECIAL CONDITIONS (If applicable)

1. NON-PERFORMANCE:

- 2.1 Time is of the essence in this contract and failure to deliver within the time period shall be considered a default.
- 2.2 In case of default, the County may procure the required services from other sources and hold the Consultant responsible for any excess costs occasioned thereby and may immediately cancel the contract.

2. "NO RESPONSE" FORM:

In the event you elect not to submit a proposal for this RSQ, please fill out and return the attached "NO PROPOSAL" form.

3. AMENDMENT OF THE REQUEST FOR STATEMENT OF QUALIFICATIONS:

It is the proposer's responsibility to contact the purchasing department prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the RSQ.

The failure of proposers to submit acknowledgement of any addenda that affects the RSQ price(s) is considered a major irregularity and will be cause for rejection of the bid.

The Flagler County Board of County Commissioners reserves the right to consider the omission of an acknowledgement of addendum as cause for rejection of the RSQ submittal.

4. COMMUNICATION

There shall be no communications between the Vendor, their employees or subcontractors concerning this project to anyone within the Flagler County Board of County Commissioners, including but not limited to, all County employees and elected officials (hereafter referred to as "County Representative"), except through the Purchasing Department.

Any attempt to communicate with any County Representative outside the Purchasing Department will be considered a violation of the Purchasing Policy and may result in the removal of your company from the bidders list for this project, and/or removal or suspension of your company from future bidder's lists.

5. MEETING SPECIFICATIONS:

If you are taking exception, indicate those exceptions as stated on the Proposer's Certification Form.

- 6. CORRECTION OR WITHDRAWAL OF PROPOSALS:**
Correction or withdrawal of inadvertently erroneous proposals shall be permitted up to the time of RSQ opening. After RSQ opening, no changes shall be permitted; provided, however, the Purchasing Manager shall have the authority to waive minor irregularities.
- 7. EVALUATION OF RSQ AWARDS:**
The Flagler County Board of County Commissioners reserves the right to award the contract to the most responsive and responsible proposer who submits the proposal meeting qualifications most advantageous to the County. The Flagler County BCC further reserves the right to consider matters such as, but not limited to, quality offered, delivery terms, budget requirements, and service reputation of the proposer, in determining the most advantageous proposal.
- 8. PERIOD OF OFFER VALIDITY:**
Proposals offered in this RSQ must remain firm for a period of ninety (90) days from the RSQ opening date.
- 9. HOLD HARMLESS / INDEMNIFY:**
The successful proposer hereby agrees to indemnify and save harmless the County, its officers, agents, and employees from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and costs of actions, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement whether by act or omission of the proposer, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties.
- 10. OPENING OF PROPOSALS:**
Proposals will be received until the date and time stated in this RSQ and will be publicly opened and read at the place, time and date stated. No responsibility will attach the Purchasing Department for the premature opening of a proposal not properly addressed and identified. Proposers or their authorized representatives are invited to be present at the opening of the proposals.
- 11. CONTRACT AWARD:**
Results from the evaluation committee will be considered by the Flagler County Board of County Commissioners at the earliest possible regular meeting subsequent to the evaluation process. It is incumbent on proposers to contact the Purchasing Department to determine the successful proposer(s). This RSQ is issued in accordance with and shall be governed by the provisions of the County's Purchasing Policy.
- 12. PATENT / COPYRIGHT HOLD HARMLESS:**
The proposer shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Proposers shall, at their own expense, hold harmless and defend the Flagler County BCC against any claim, suit, or proceeding brought against the County which is based on a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under this bid, constitute infringement of any patent or copyright of the United States. The proposer shall pay all damages and costs awarded against the County.
- 13. AWARDS:**
The Flagler County Board of County Commissioners reserves the right to make award(s) by individual sections, groups, all or none, or a combination thereof, with one or more proposers; to reject any and all proposals, or to waive any informality or technicality in proposals received as deemed to be in the best interest of the County.

The County shall award all Contracts per the Flagler County Purchasing Policy #02-01.

The County does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code s1324a(e) . Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the contract, agreement, bid or quote for purchase of services and goods by Flagler County.

14. QUALIFICATIONS:

RSQs will be considered from firms who have adequate personnel and equipment and who are so situated as to perform prompt service, who maintain the regular business hours of 8:00 AM to 5:00 PM, Monday through Friday, except for County holidays.

The County reserves the right to conduct an inspection of the proposer's facility and equipment prior to award of the RSQ.

Proposals will be considered only from firms which are regularly engaged in the business as described in this RSQ package; with a record of performance for a reasonable period of time, which have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the service if awarded an Agreement under the terms and conditions stated herein. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practice in the industry and as determined by the County.

15. LITERATURE: (if applicable)

If no particular brand, model or make is specified, proposers shall submit with the RSQ two (2) copies of descriptive literature and technical data, fully detailing all features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the equipment, material, and/or services he proposes to furnish.

16. AWARD OR REJECTION OF PROPOSALS:

The Selection process will follow CCNA and Flagler County Board of County Commissioners Policy and Procedures and applicable federal-aid project requirements.

17. PUBLIC ENTITY CRIMES:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, 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.

18. FLORIDA PROMPT PAYMENT ACT:

Late payments of any sum due by Flagler County shall be in accordance with the Florida Prompt Payment Act applicable to local governments.

The County retains the right to reject any product or service with which it is not completely satisfied and may in such situations withhold payment until the product or service is made acceptable, or may reduce the amount it owes under the contract, agreement, bid or quote, or may rescind the contract, agreement, bid or quote.

County is obligated only to the extent that funds are included in the County's fiscal year budget. Should the County not include funds for this expense the agreement is null and void.

19. P-CARD ACCEPTANCE

The Flagler County Board of County Commissioners may choose to compensate the vendor (or contractor) for their goods and or services via their Procurement Card (p-card). No other costs or services shall be billed to the County, and without limiting the generality of the foregoing, vendor shall not impose any service charge or fee, penalty, or other exaction of any kind against payments rendered by credit card or purchasing card ("P – Card"). Payments made by credit card or P – Card shall be accepted on a "same as cash" basis.

20. DRUG-FREE WORKPLACE CERTIFICATION:

By submitting a bid in response to this RSQ, you are certifying that your company is a drug-free workplace in accordance with Florida Statute 287.087.

21. CONFLICT OF INTEREST / STATEMENT OF NON-COLLUSION:

The award hereunder is subject to Chapter 112, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the Flagler County Board of County Commissioners. Further, all proposers must disclose the name of any Flagler County Board of County Commissioners employee who owns, directly or indirectly, an interest of five percent (5%) or more of the proposer's firm or any of its branches.

The proposer shall certify that he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the RSQ and that the proposer is not financially interested in, or otherwise affiliated in a business way with any other proposer on the same land or improvements.

22. PRICING (WHERE APPLICABLE):

Firm prices shall be bid and include FOB destination, all packing, handling, shipping charges and delivery to any point within the County of Flagler to a secure area or inside delivery.

23. MANUFACTURERS' NAME AND APPROVED EQUIVALENTS: (if applicable)

Manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The proposer may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s). If prices are based on equivalent products, indicate on the proposal the manufacturers' name and catalog number. Bidder shall submit with his bid cuts, sketches, and descriptive literature and/or specifications. The bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. Flagler County Board of County Commissioners reserves the right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements are subject to rejection. If bidder fails to name a substitute it will be assumed that he is bidding on, and he will be required to furnish goods identical to, the bid standard.

24. LICENSES:

The contractor shall be responsible for obtaining and maintaining city or county occupational license and any licenses required pursuant to the laws of Flagler County or the State of Florida. In furnishing the service or product to the County, the vendor shall comply with all federal, state and county rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, agreement, and bid or quote.

25. PROPOSALS MAY BE REJECTED AND/OR VENDOR(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

25.1 Consistent failure to respond to RSQ invitation for three (3) consecutive instances.

25.2 Failure to update the information on file including address, product, service or business descriptions.

- 25.3 Failure to perform according to contract provisions.
- 25.4 Conviction in a court of law of any criminal offense in connection with the conduct of business.
- 25.5 Evidence of a violation of any federal or state anti—trust law based on the submission of bids or proposals, or the awarding of contracts.
- 25.6 Evidence that the vendor has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board’s purchasing activity.
- 25.8 Other reasons deemed appropriate by the Board of County Commissioners.

26. WITHDRAWAL OF PROPOSALS:

Proposals may be withdrawn by written or orally verified telegraphic request received from Vendors prior to the time fixed for opening. Negligence on the part of the Vendor in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened.

27. REJECTION OF PROPOSALS:

The County reserves the right to reject any and/or all proposals when such rejection is in the best interest of the County.

28. RSQ CHALLENGE:

Any award recommendation may be challenged administratively on the grounds of irregularities in the RSQ procedure, or the evaluation of the proposals. Such notice of intent of challenge shall be made in writing and delivered to the Purchasing Manager within 72 hours after receipt of the intended recommendation of award in the Administration/Purchasing Office. A formal written challenge shall be filed within 5 working days in the Administration/Purchasing Office after the date in which the notice of intent of challenge has been submitted. Failure to file a timely notice of intent of challenge or failure to file a timely formal written challenge shall constitute a waiver of all administrative rights granted under this section. At the time fixed for the opening of proposals, the contents of the Proposal will be made public for the information of vendors and other interested parties, who may be present either in person or by representatives. This section confers no judicially enforceable rights. Its sole purpose is to give unsuccessful proposers a formalized opportunity to complain about the process.

29. CANCELLATION:

The contract with the successful proposer may be terminated by the County without cause by giving a minimum of thirty (30) days written notice of intent to terminate. Contract prices must be maintained until the end of the thirty (30) day period. The County may terminate the contract at any time as a result of the Consultant’s failure to perform in accordance with these specifications and applicable contract. The County may retain/withhold payment for nonperformance if deemed appropriate to do so by the County.

30. ELIGIBLE USERS:

Flagler County awards and/or contract shall be available to political subdivisions (School Board, Municipal, Sheriff’s Department, or other public agency or authority), which may desire to purchase under the terms and conditions or the award and/or contract.

31. VENDOR’S PRODUCT OR SERVICES:

The vendor’s product (if applicable) delivered to the County shall be free of all liens, claims or encumbrances, and the vendor warrants that it has a clear title to the product being delivered.

If the vendor is contracted to provide services, such services shall be fully satisfactory to the County as determined by the County.

The vendor shall provide the County with any data, reports or other information as required and

requested by the County to enable it to utilize the product or service furnished by the vendor.

In furnishing the service or product to the County, the vendor shall comply with all federal, state, and County laws, rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, agreement, bid or quote.

SECTION 9 REQUIRED FORMS

9.1 STATEMENT OF NO PROPOSAL

If you do not intend to provide a submittal on the RSQ, please return this form immediately to:

**Flagler County
Purchasing Department
1769 E. Moody Blvd. Bldg. 2, Ste. 304
Bunnell, FL. 32110**

We, the undersigned, have declined to submit a proposal on:

•

Reason:

- _____ Specifications too tight, geared toward one brand or manufacturer (explain below)
- _____ Insufficient time to respond.
- _____ Specifications unclear (explain below)
- _____ We do not offer these product/services.
- _____ Our present schedule does not permit us to perform.
- _____ Unable to meet specifications or provide services.

Remarks:

We understand that if this Statement of No Proposal is not executed and returned, our name may be deleted from the list of qualified Firms.

COMPANY NAME _____

ADDRESS _____

PHONE: _____

SIGNATURE: _____

9.2 PROPOSER'S CERTIFICATION

I have carefully examined the Request for Statement of Qualifications, Instructions to Proposers, General and/or Special Conditions, Specifications, RSQ Proposal and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Request for Statement of Qualifications at the prices or rates as finally negotiated. I agree that my proposal will remain firm for a period of up to one hundred and eighty (180) days in order to allow the County adequate time to evaluate the proposal. Furthermore, I agree to abide by all conditions of the proposal.

I certify that all information contained in this RSQ is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this RSQ on behalf of the vendor / contractor as its act and deed and that the vendor / contractor is ready, willing and able to perform if awarded the contract.

I further certify that this RSQ is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a RSQ for the same product or service; no officer, employee or agent of the Flagler County Board of County Commissioners or of any other proposer interested in said RSQ; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the RSQ.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the proposal non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE RSQ IS SUBMITTED:

Please check one:

I take NO exceptions.

Exceptions:

(If more space is needed, please indicate exceptions here and attach additional pages as needed)

Name & Title

Signature

Date

This document must be completed and returned with your Submittal

9.3 DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,
(print or type name of firm) _____

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace, the firm’s policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, please or guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on, or requires 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.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace program.
- “As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein”.

Authorized Signature

Date Signed

State of: _____

County of: _____

Sworn to and subscribed before me this _____ day of _____, 20_____

Personally known _____ or Produced Identification _____
(Specify Type of Identification)

Signature of Notary

My Commission Expires: _____

This document must be completed and returned with your Submittal

9.4 AFFIDAVIT OF NON-COLLUSION AND OF NON-INTEREST OF FLAGLER COUNTY EMPLOYEES

_____, * being first duly sworn, deposes and says that he (it) is the Offeror in the above proposal, that the only person or persons interested in said proposal are named therein; that no officer, employee or agent of the Flagler County Board of County Commissioners or of any other Offeror is interested in said proposal; and that affiant makes the above proposal with no past or present collusion with any other person, firm or corporation.

Affiant

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____
by _____, who is personally known to me or who has produced as identification and who did take an oath.

Notary Public
My Commission Expires:

*NOTICE: State name of Offeror followed by name of authorized individual (and title) that is signing as Affiant. If Offeror is an individual, state name of Offeror only.

This document must be completed and returned with your Submittal

9.5 SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON

PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned County, personally appeared _____, who, being by me first duly sworn, made the following statement:

1. The business address of _____ (name of Offeror or business) is _____

2. My relationship to _____ (name of Offeror or business) is _____ (relationship such as sole proprietor, partner, president, vice president).

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.

5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. **(Draw a line through paragraph 6 if paragraph 7 below applies.)**

7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

(Signature)

(Print Name)

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____ by _____, who is personally known to me or who has produced _____ as identification and who did take an oath.

Notary Public _____ My Commission Expires: _____

This document must be completed and returned with your Submittal

9.6 AUTHORIZED SIGNATURES/NEGOTIATORS

The bidder or proposer represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the bidder or proposer will be duly bound:

Name	_____	Title	_____	Phone #	_____
	_____		_____		_____
	_____		_____		_____
	_____		_____		_____

(Signature)

(Title)

(Name of Business)

The bidder/offeror shall complete and submit the following information with the bid or proposal:

Type of Organization

_____ Sole Proprietorship _____ Partnership
_____ Joint Venture _____ Corporation

State of Incorporation: _____

Federal I.D. or Social Security number is _____

This document must be completed and returned with your Submittal

9.7 VENDOR INFORMATION

In addition to General conditions, your PROPOSAL may be disqualified if the following vendor information is not returned with your PROPOSAL.

Vendor is:

- () Corporation
- () Partnership
- () Sole Proprietorship
- () Other _____(Explain)

Federal Employer Identification

Number or Social Security Number: _____

Do you collect Florida State Sales Tax? () Yes () No

Firm Name: _____

Mailing Address: _____

Telephone No. _____ Fax No. _____

Email Address: _____ Web Address: _____

Commodity or Service Supply: _____

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Mailing Address: _____

Submitted by: _____

Name & Title Printed: _____

This document must be completed and returned with your Submittal

9.8 ADDENDUM ACKNOWLEDGEMENT

The undersigned acknowledges receipt of the following addenda to the Request for Statement of Qualifications (indicate number and date of each):

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

FAILURE TO SUBMIT ACKNOWLEDGEMENT OF ANY ADDENDUM THAT AFFECTS THE PRICING AND OR SCOPE IS CONSIDERED A MAJOR IRREGULARITY AND MAY BE CAUSE FOR REJECTION OF ANY PROPOSAL.

This document must be completed and returned with your Submittal

**EXHIBIT A
SAMPLE CONTRACT**

FLAGLER COUNTY, FLORIDA

**Professional Services Agreement
for**

Flagler County Project No. _____

This Professional Services Agreement ("Agreement") is made and entered into as of the ____ day of _____, 20__ (the "Effective Date") by and between Flagler County, with offices located at 1769 E. Moody Boulevard, Ste. 304, Bunnell, Florida 32110 (hereinafter referred to as "COUNTY"), and _____, a Florida corporation, with offices located at _____ (hereinafter referred to as ("CONSULTANT")) (collectively, "COUNTY" and "CONSULTANT" are hereinafter referred to as "PARTIES").

Witnesseth

WHEREAS, COUNTY desires CONSULTANT to provide certain professional services for the project described in *EXHIBIT "A"* attached hereto ("PROJECT"), and CONSULTANT desires to provide such professional services to COUNTY pursuant to the terms hereinafter set forth.

NOW, THEREFORE, the PARTIES, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

1. Provisions of Services

1.1 CONSULTANT agrees to provide, in accordance herewith, the professional services described in the Scope of Services attached hereto as *EXHIBIT "A"*, the Standard Terms and Conditions for Purchase Orders attached hereto as *EXHIBIT "B"*, all by this reference made a part hereof, within the PROJECT time periods stipulated therein (the "Services").

1.2 COUNTY shall issue a purchase order or other instrument related to CONSULTANT'S Services. It is understood and agreed that such document is for COUNTY'S internal accounting purposes only and shall in no way modify, add to, or delete any of the terms and conditions of the Agreement. It is understood and agreed that CONSULTANT shall indicate the purchase order number on the invoices sent to COUNTY.

Commented [r1]: Please revisit this paragraph, I believe the word "Should" is not necessary.

1.3 When requested by the COUNTY to estimate project construction costs, CONSULTANT'S opinion of probable costs provided as a service hereunder are to be made on the basis of its experience and qualifications and represents its best judgment as a professional familiar with the construction industry; however, CONSULTANT does not guarantee that proposals, bids, or the construction cost, will not vary from opinions of probable costs prepared by it. If COUNTY wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitations established by COUNTY will be considered ADDITIONAL SERVICES and entitle CONSULTANT to additional compensation which shall be negotiated and mutually agreed upon by the PARTIES.

1.4 If the Scope of Services is to include services during construction, CONSULTANT will make periodic visits to the PROJECT site to familiarize itself generally with the progress of the work and to determine in general if the work is proceeding in accordance with the Contract documents. On the basis of such on-site observations as a professional, CONSULTANT will keep COUNTY informed of the progress of the work, and to guard COUNTY against defects and deficiencies in the work of the Contractor. However, CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. CONSULTANT shall not be responsible for (i) construction means, methods, techniques, sequences or procedures, (ii) safety precautions and programs in connection with the work, (iii) the Contractor's failure to carry out the work in accordance with the Contract documents. The Contractor will be required to assume sole and complete responsibility for PROJECT site conditions during the course of the construction of the PROJECT, including safety of all persons and property, and this responsibility shall be continuous and not be limited to normal working hours.

1.5 The Services shall be performed by CONSULTANT with professional care, skill and diligence. The CONSULTANT is responsible to provide all quality control/quality assurance necessary to provide the Services to the COUNTY. CONSULTANT agrees to reimburse the COUNTY for any and all costs incurred to the COUNTY for failure of the CONSULTANT to control the quality and/or completeness of the CONSULTANT'S work.

2. COUNTY'S Responsibilities

2.1 COUNTY shall provide full information regarding its requirements for the Services or Project and shall provide CONSULTANT, its agents and sub-consultants reasonable access to the site of work.

2.2 COUNTY shall designate a representative authorized to act as a liaison with respect to the PROJECT or as to facilitate the progress of CONSULTANT'S Services.

2.3 COUNTY shall provide CONSULTANT, its agents and sub-consultants access to its records to the extent available to perform CONSULTANT'S obligations hereunder. If any off-site investigations are required, COUNTY shall provide reasonable access rights as necessary. If COUNTY is not the owner of the subject site in question, it is COUNTY'S responsibility to attempt to secure available access rights from site owners.

3. Term of Agreement

The term of this Agreement shall be from the Effective Date through the Date or number of Calendar Days specified in *EXHIBIT "A"* unless sooner terminated as provided in Section 7 hereof or extended upon agreement in writing signed by both PARTIES to this Agreement.

4. Compensation and Method of Payment

4.1 County shall issue a specific Notice-to-Proceed/task authorization for each activity to be performed as specified in *EXHIBIT "A"*. CONSULTANT shall submit estimate of fees and costs, based on this Agreement, for each task to be performed. Each task authorization must be given in writing by COUNTY at which time CONSULTANT shall commence work. No Services shall be performed or billed to COUNTY prior to issuance of a specific task authorization for the work to be performed.

4.2 CONSULTANT shall invoice COUNTY monthly for all productive work Services satisfactorily provided pursuant to the Agreement. Invoices shall be accompanied with sufficient back up documentation to confirm the appropriateness of all charges. COUNTY agrees to pay CONSULTANT as stated herein for the Services within the period of time established by the Florida

Prompt Payment Act after the date of an approved invoice therefore. COUNTY shall notify CONSULTANT in writing of any disputed amount contained on an invoice in accordance with the Florida Prompt Payment Act.

5. Agreement Changes

During the performance of the Services hereunder, COUNTY shall have the right, by written instrument, to make changes in, omissions from, or to require additions to the Services (hereinafter collectively referred to as "Changes"). In the event that such Changes require the preparation of additional drawings and/or specifications, or require additional Services by CONSULTANT then, upon completion of such additional Services, CONSULTANT shall be entitled to an equitable increase in compensation for additional Services rendered due to such Changes. Such additions and Changes therefore shall be agreed to by both PARTIES prior to performing the Service.

6. Insurance

Unless otherwise specified, the COUNSULTANT shall, at its sole expense, maintain in effect at all times during the performance of the Services hereunder, insurance coverage with limits not less than those set forth below and with insurers and under forms of policies satisfactory to COUNTY.

Commented [r2]: These requirements are from the base RFQ document.

<u>Coverage</u>	<u>Minimum Amounts and Limits</u>
(a) Worker's Compensation	Statutory requirements at location of work
Employer's Liability	\$100,000 each occurrence \$500,000 disease, aggregate
(b) Commercial General Liability	\$100,000 disease, each employee \$1,000,000 General Aggregate \$1,000,000 Products-Comp.Ops Agg \$2,000,000 Each Occurrence \$100,000 Fire Damage \$5,000 Medical Expense
(c) Automobile Liability (owned, hired and non-owned)	\$1,000,000 Combined Single Limit
Option of Split Limits:	
(1.) Bodily Injury	\$500,000 Per Person \$1,000,000 Per Accident
(2.) Property Damage	\$500,000
(d) Professional Liability	\$1,000,000 per claim \$1,000,000 annual aggregate

Insurance carrier(s) must have a minimum financial rating of A-.

Coverage shall apply to the indemnity provided to Flagler County and shall include Flagler County its officers and employees, as additional insured's, as regards to liability arising out of Consultant's performance of the work or the work performed by others on behalf of Consultant under this Contract. The insurance afforded to the COUNTY shall state that it is primary insurance and shall provide for a severability of interest or cross-liability clause. CONSULTANT shall furnish COUNTY with Certificates of Insurance (identifying on the face thereof the Project name and Contract number) as evidence of the above required insurance and such Certificates shall include the following language: Flagler County Board of County Commissioners as additional insured and an endorsement for which has been

issued, subject to a requirement for recurring certificate of insurance every fifteen (15) days from the contract award date until, all obligations under the Agreement are completed.

Commented [k3]: Is this language correct? I realize it is in the base document, but getting a recurring certificate every 15 days through the life cycle of the agreement seems like a lot. This would be a David/Joe question.

Alternatively, in lieu of recurring certificates, the CONSULTANT may provide a certificate of insurance that contains a provision that coverage afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given to COUNTY, , except that in the event of cancellation for nonpayment of premium COUNTY shall receive notice as prescribed by state law (10 days). The cancellation clause should read as follows: “Should any of the described policies be canceled or materially modified before the expiration date thereof, the issuing company will mail 30 day prior written notice to the certificate holder named below, except that in event of cancellation for nonpayment of premium, the notice shall be 10 days unless a longer time is prescribed by Florida Statute.”

The COUNTY will not maintain any insurance on behalf of CONSULTANT covering loss or damage to the work or to any other property of CONSULTANT.

None of the requirements contained herein as to types, limits and approval of insurance coverage to be maintained by CONSULTANT are intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by CONSULTANT under this Agreement.

7. Termination for Default

CONSULTANT shall be considered in material performance default of this Agreement and such default shall be considered cause for COUNTY to terminate this Agreement, in whole or in part, as further set forth in this section, if CONSULTANT: (1) fails to begin Services under this Agreement within the time specified herein or any extension; or (2) fails to properly and timely perform the Services as agreed with the COUNTY in the approved Scope of Services; or (3) performs the Services unsuitably or refuses to correct such work; or (4) discontinues prosecution of the Services; or (5) fails to resume work which has been suspended within ten (10) days time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey all applicable codes, laws, ordinances, rules or regulations with respect to the Services; or (10) fails to promptly pay its subcontractors and/or suppliers; or (11) breaches any other provision of this Agreement.

If the COUNTY determines that the CONSULTANT is in default under this Agreement, COUNTY shall notify the CONSULTANT in writing of the default(s). If the COUNTY determines the CONSULTANT has not remedied and cured the default(s) within ten (10) calendar days following receipt of the written notice, as specified herein, then the COUNTY, at its option, without prejudice to any right or remedy it may be entitled to hereunder by law, may terminate CONSULTANT’S right to proceed under this Agreement, in whole or in part, and take possession of all or any portion of the work, take assignments of any subcontracts or purchase orders that COUNTY may designate, and complete all or any portion of the Services by whatever means, method or agency which the COUNTY, in its sole discretion, may choose. In making either the initial determination that CONSULTANT is in default under this Agreement or the subsequent determination the CONSULTANT has failed to satisfactorily cure its default, COUNTY may rely upon whatever means it deems appropriate.

If the COUNTY deems any of the foregoing remedies necessary, CONSULTANT agrees that it shall not be entitled to receive any further payments hereunder until after the Services are completed. All

monies expended and all of the costs, losses, damages and extra expenses, including management, administrative and other overhead and other direct and indirect expenses including, but not limited to design professionals and attorneys' fees or damages incurred by the COUNTY incident to such completion, shall be deducted from the unpaid balance of the Professional Services Agreement amount, and if such expenditures exceed the unpaid balance of this Agreement, CONSULTANT agrees to pay promptly to COUNTY on demand the full amount of such excess, including costs of collection, attorneys' fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. This obligation for payment to the COUNTY shall survive termination of the contract. If the unpaid balance of the Professional Services Agreement exceeds all such costs, expenditures and damages incurred by the COUNTY to complete the Services, CONSULTANT shall not be entitled to any portion of such excess, except for any unpaid portion of costs incurred prior to the Agreement being terminated because of default.

The liability of the CONSULTANT shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by the COUNTY in good faith under the belief that such payments or assumptions were necessary or required to complete the Services and providing labor, materials, equipment, supplies, and other items therefore or re-awarding the work, and in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of completing the work.

If, after notice of termination it is determined the CONSULTANT was not in default or that the COUNTY is not entitled to the remedies against the CONSULTANT provided herein, then such termination shall be deemed a termination for COUNTY'S convenience and CONSULTANT'S remedies against the COUNTY shall be the same as and limited to those afforded the CONSULTANT under Section 8 below.

8. Termination for Convenience and Right of Suspension

This Agreement may be terminated without cause by the COUNTY upon fifteen (15) days written notice to the CONSULTANT. In the event of termination for convenience, CONSULTANT shall be compensated, as provided herein, for Services performed through receipt of such written notice of termination. CONSULTANT shall not be entitled to any other or further recovery against the COUNTY.

COUNTY shall have the right to suspend all or any portions of the Services upon giving the CONSULTANT prior written notice of such suspension in accordance with this Agreement. If all or any portion of the Services is so suspended, CONSULTANT'S sole and exclusive remedy shall be to seek an extension to the contract agreement time. In no event shall the CONSULTANT be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds thirty (30) calendar days, the CONSULTANT shall have the right to terminate the Agreement with respect to that portion of the Services which is subject to the ordered suspension.

Upon termination of this Agreement pursuant to this section, the County shall take possession of all or any portion of the work, take assignments of any subcontracts or purchase orders that COUNTY may designate, and complete all or any portion of the Services by whatever means, method or agency which the COUNTY, in its sole discretion, may choose.

9. Ownership of Documents

All documents prepared and furnished by CONSULTANT pursuant to this Agreement are the property of Flagler County. CONSULTANT will provide COUNTY with a set of reproducible copies, in both bond paper and electronic formats acceptable to the COUNTY, of all documents, maps and/or drawings that are produced. COUNTY assumes all risk and liability for additions, deletions, changes, or revisions made without the express written consent of CONSULTANT.

10. Equal Opportunity Employer

CONSULTANT certifies it is an equal opportunity employer and CONSULTANT does not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, age, disability or veteran status and will take affirmative action to employ and advance in employment qualified minorities, women, disabled veterans, veterans of the Vietnam Era or disabled individuals.

11. Construction

This Agreement, the rights and obligations of the PARTIES hereto, and any claim or dispute relating thereto shall be governed by, interpreted, construed and enforced in accordance with, the laws of the State of Florida.

The exclusive venue for enforcement or interpretation of this Agreement is the Circuit Court of the Seventh Judicial Circuit in and for Flagler County.

12. Successors and Assigns

Except as otherwise expressly provided, all provisions herein shall be binding upon and shall inure to the benefit of the PARTIES, their legal representatives, successors and assigns. This Contract shall not be assigned without written consent of the COUNTY.

13. Entire Agreement

This Agreement and the Exhibits hereto set forth the entire Agreement between the PARTIES. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Agreement shall be binding upon COUNTY or CONSULTANT unless reduced to writing and signed by both PARTIES. The captions and numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe scope or intent of any paragraph nor in any way affect this Agreement.

14. Partial Invalidity

If any provision of this Agreement and its Exhibits, or any application thereof to any person or circumstances shall, to any extent, be invalid, the remainder of this Agreement or the application of such provision to persons or circumstances (other than those as to which it is held invalid) shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

15. Notices

Any notices, demand, request or other instrument which may be or is required to be given under this Agreement shall be delivered in person, sent by United States Certified, postage prepaid, or sent by a reputable overnight courier service and shall be addressed to either PARTY at the address as hereinabove given. Any notice shall be deemed delivered upon hand delivery or three (3) business days after depositing in U.S. Mail, or one (1) business day after depositing such notice with a reputable overnight courier service. Either PARTY may designate another address by giving written notice to the other PARTY.

16. No Partnership

Nothing contained in this Agreement shall be deemed or construed so as to create the relationship of employer-employee, principal-agent, joint venturers, co-adventurers, or partners between COUNTY and CONSULTANT, and they are and shall remain independent one as to the other.

17. Declaration

“The CONSULTANT warrants he or she has not employed or retained any company or person, other than a bona fide employee of the CONSULTANT 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 CONSULTANT any fee, commission, percentage, gift or other considerations contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, Flagler County shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.”

18. No Third-Party Beneficiaries

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than COUNTY and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of COUNTY and CONSULTANT and not for the benefit of any other PARTY.

19. Counterparts

This Agreement may be executed in two or more counterparts, each of which may be executed by one or more of the PARTIES hereto, but all of which, when delivered and taken together, shall constitute but one Agreement binding upon all of the PARTIES hereto.

20. Public Records

20.1 Pursuant to Section 119.0701(2), Florida Statutes, the CONSULTANT shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the CONSULTANT in conjunction with this Agreement. Specifically, the CONSULTANT must:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform the service, including but not limited to: meeting notes, daily progress reports, correspondence, test result reports, videos, progress schedule updates, and certifications; and
- (b) Provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY.

20.2 In performing the requirements herein, the CONSULTANT shall promptly provide the COUNTY with a copy of any request to inspect or to copy public records in possession of the CONSULTANT and consult with the COUNTY to ensure the request is responded to in accordance with the law. The CONSULTANT shall promptly provide the COUNTY with a copy of the CONSULTANT'S response to each such request. Failure to grant such public access shall constitute a material default and the COUNTY shall be entitled to terminate this Agreement and to pursue any other remedies against CONSULTANT available in equity or at law.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed on their behalf by their duly authorized representatives, under seal, all as of the day and year first above written.

“COUNTY”

Board of County Commissioners
of Flagler County

By: _____
 XXXXXX
Title: Chair

“CONSULTANT”

By: _____
 (Signature)

 (Typed or Printed Name)
Title: _____

Attest:

By: _____
 Gail Wadsworth
Title: Clerk of the Circuit Court
 and Comptroller

Attest:

By: _____
 (Signature)

 (Typed or Printed Name)
Title: _____

[CORPORATE SEAL]

APPROVED-AS-TO-FORM

Flagler County Attorney

Exhibit “B”

July 17, 2012 (revised)

Purchase Order (PO) Terms and Conditions

Providing any goods or service authorized by the PO constitutes acceptance of this entire PO without exception.

This PO authorizes delivery of the listed items or services. If a solicitation number is referenced, the terms and conditions of said solicitation become part of this PO. Deviation from prices on the PO is not permitted without a signed, corrected PO or Change Order. The “Provider” herein is the vendor of the goods or service under the approved PO.

Delivery. Shipping is defined as ***Freight on Board (FOB) Destination, Freight Allowed.*** Title and risk of loss shall pass when items have been received, inspected, and accepted by Flagler County (“County”). All associated shipping, insurance, and other related costs shall be borne by Provider.

Discontinued. Provider shall give County thirty (30) days advance notice of a discontinued item(s) so that County can purchase additional quantities of discontinued item(s). County must give written approval of replacement(s) if they exceed previous price or fail to meet quality, form, fit, or function of the discontinued item. Time is of the essence regarding Performance of Services and this PO can be terminated by the County for convenience, non-appropriation of funds, or non-performance.

Disputes. If such dispute arises under this PO and is not resolved informally by the parties within five (5) business days, the party bringing a claim (“Disputing Party”) shall deliver to the first level representative of the other party a written statement (“Dispute Notice”) describing the dispute. If the respective representatives cannot resolve the dispute within ten (10) days, the dispute shall be escalated through two higher levels of management. If the dispute has not been resolved within twenty-five (25) calendar days after delivery of the Disputing Party’s notice, either party may give written notice to the other party declaring the resolution process terminated and pursue other legal recourse or initiate formal non-binding mediation before a single mediator, which shall be completed within thirty (30) days of initiation, in accordance with rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700, et seq., of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize such termination remedies and commence litigation in a court of competent jurisdiction.

Governing Law/Jurisdiction/Venue. This PO shall be governed by the laws of the State of Florida and venue for any litigation arising from this PO shall be in Flagler County, Florida. The parties to this PO knowingly, voluntarily and intentionally waive their rights to a jury trial. Each party agrees to bear its own costs and attorneys’ fees relating to any dispute arising under this PO. Provider shall comply with all applicable laws and regulations.

Insurance. For goods and services delivered or performed by Provider on County premises, Provider certifies it maintains comprehensive general liability, worker’s compensation (*or state-issued exemption*) and auto insurance in the amounts acceptable to the County thereto pertaining to this PO, *and* from an A.M. Best “A—“ or better rated insurance firm authorized by the State of Florida Insurance Commissioner. The County reserves the right to require that “Flagler County” be named as additional insured for projects when deemed necessary. For services performed off County premises and goods delivered by third-party carriers, the Provider shall use such carriers that maintain such insurance coverage as set forth above.

Intellectual Property. Provider agrees to protect, defend, indemnify, and save the County, its agents, officials, including elected officials, and employees of the County harmless from and against any and all claims, demands, actions, and causes of action which may arise asserting that a copyright, trademark, trade secret, or patent (collectively "Intellectual Property"), as provided under this PO, infringes or misappropriates any third party's intellectual property. If Provider must pay a third party any license, royalty, or other such usage fee in order to deliver the item(s) under this PO, such third party and usage fee must be specified in the Provider's offer to sell to the County.

Indemnification. The Provider shall, at Provider's expense, indemnify, defend, and hold harmless the County, its officers, agents, and employees from or on account of any and all claims, actions, lawsuits, losses, expenses, injuries, damages, judgments, or liabilities of any kind whatsoever resulting from, arising out of, allegedly arising out of, or in connection with the Provider's performance or nonperformance of services pursuant to this PO, whether said services are performed by the Provider, its agents, sub-agents, subcontractors, suppliers, appointees, or employees, or on behalf of the Provider, unless said claims, actions, lawsuits, losses, expenses, injuries, damages, judgments, or liabilities result from, arise out of, or are in connection with the actions of the County, its officers, agents, or employees, for the sole benefit of the County and unrelated to the Provider's performance or nonperformance of its services under this PO.

Modification & Assignment. County may unilaterally change, at no additional cost, the quantity and receiving point within the County for items not yet shipped. All other items must be mutually agreed upon in writing. County is not required to pay for defective items, back-orders, late deliveries, those quantities exceeding the PO quantity, or items shipped at a higher price than stated on the PO. Neither this PO nor any interest herein shall be assigned, transferred, or encumbered by Provider except as authorized in writing by the County.

Notices. All notices given by one party to the other party under this PO shall be delivered to the receiving party's address set forth on this PO either by hand, qualified courier, or e-mail and shall be deemed received the day after it is transmitted. For the County, it shall be addressed to Flagler County Board of County Commissioners, Attention: Purchasing Department, 1769 E. Moody Boulevard, Building 2, Bunnell, Florida, 32110, or if by email: dsantiago@flaglercounty.org.

No Waiver. Except as expressly set forth herein, no failure or delay on the part of the County in exercising any right, power, or remedy hereunder shall operate as or be deemed a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof, or the exercise of any other right, power, or remedy.

Order of Precedence. In the event of conflict between this PO or a County Contract, the originating County contract and amendments thereto shall be controlling. This control shall pertain to all specifications and scopes of work included in the originating County contract and any amendments thereto.

Payment. Except for construction services, which shall be paid pursuant to the Florida Prompt Payment Act, County shall pay Provider within 45 (forty-five) days after receipt of an accurate and undisputed invoice, unless the County accepts a prompt payment discount from Provider and the goods or services are not defective. Invoice, packing slip, delivery receipt, order acknowledgement, and correspondence shall clearly indicate the PO number. Pursuant to Chapter 218, F.S., the County will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within 45 (forty-five) days after receipt of the entire order of the commodity or service AND a properly completed invoice, whichever is later. Any additional or different terms and conditions on Provider's documents shall be considered null and void. The County may deduct amounts it is due from Provider's payment or not pay disputed invoices until such dispute is resolved. Nothing in this PO shall create any obligation on the part of the County to pay directly to any subcontractor or supplier of Provider any monies due to such subcontractor or supplier or claims of such subcontractor or supplier for amounts owed by Provider to subcontractor or supplier for goods or services provided under this PO.

Sovereign Immunity. The County expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with §768.28, Florida Statutes. Notwithstanding anything set forth in any section of the Contract and/or this PO to the contrary, nothing in the Contract and/or this PO shall be deemed as a waiver of immunity of limits of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the County for damages regardless of the number or nature of claims in tort, equity, or contract shall not exceed the dollar amount set by the legislature for tort.

Taxes. County is tax exempt from Florida sales tax (Exemption # 85-8013245979C-5). Certificates are available upon request.

UCC. In addition to any rights or remedies contained in this PO, each party shall have rights, duties, and remedies available through the Uniform Commercial Code (UCC).

Provider's Terms and Conditions. If Provider's terms and conditions conflict with the County's Terms and Conditions, the County's Terms and Conditions shall prevail.

Warranty. Provider warrants that all work or services performed under this PO shall be performed in a good and competent workmanlike manner to the satisfaction of the County, and materials shall be of good quality (unless otherwise stated on PO), and free from defects and pursuant to specifications and requirements of the contract and/or to this PO. Provider warrants merchantability of all goods or services and that they are fit for the ordinary purposes they are intended to serve.