

REQUEST FOR QUALIFICATIONS (RFQ)

for

ECONOMIC FEASIBILITY ASSESSMENT

RFQ Number BC-08-30-11-33

DRAFT
BOARD OF COUNTY COMMISSIONERS

LEON COUNTY, FLORIDA

Release Date:

RFQ Title: Request for Qualifications for Economic Feasibility Assessment
RFQ Number: BC-08-30-11-33
Opening Date: Tuesday, August 30, 2011 at 2:30PM

I. INTRODUCTION

The Leon County Board of County Commissioners (hereinafter County) seeks to retain professional services to prepare an economic feasibility assessment and evaluation.

The County has adopted the development of a Sports Complex as a commission priority. The overall intent is that once developed the facility will become part of an overall economic development resource for the community. This should entail developing amenities that can attract users from outside the immediate area to the facility (in turn the visitors will then frequent local hotels, restaurants, etc.). The County is open to public/private partnerships for the ultimate build-out and operation of the facility.

Knight's Creative Community Initiative (KCCI) has developed a local team that is spear heading the Capital Sports Initiative (CSI). The County intends to utilize CSI as a resource throughout the course of this project.

II. GENERAL INSTRUCTIONS:

- A. Response Address: The response should be submitted in a sealed envelope/package addressed in the following manner:

RFQ Number: BC-08-30-11-33
Purchasing Division
1800-3 N. Blair Stone Road
Tallahassee, FL 32308

- B. Copies: An ORIGINAL and five (5) hard copies and one (1) electronic copy in Microsoft Word or PDF format of the Response must be furnished on or before the deadline. Responses will be retained as property of the County. The ORIGINAL of your reply must be clearly marked "Original" on its face and must contain an original, manual signature of an authorized representative of the responding firm or individual, all other copies may be photocopies.

- C. Information: Any questions concerning the request for qualifications process, required submittals, evaluation criteria, schedule, and selection process should be directed to Wendi Sellers, Keith Roberts or Don Tobin at (850) 606-1600; FAX (850) 606-1601; or e-mail at sellersw@leoncountyfl.gov, robertsk@leoncountyfl.gov or tobind@leoncountyfl.gov. Written inquiries are preferred.

Each Vendor shall examine the request for qualifications documents carefully; and, no later than seven days prior to the date for receipt, he shall make a written request to the County for interpretations or corrections of any ambiguity, inconsistency or error which he may discover. All interpretations or corrections will be issued as addenda. The County will not be responsible for oral clarifications. No negotiations, decisions or actions shall be initiated or executed by the proposer as a result of any discussions with any County employee prior to the opening date. Only those communications which are in writing from the County may be considered as a duly authorized expression on the behalf of the Board.

Also, only communications from firms which are in writing and signed will be recognized by the Board as duly authorized expressions on behalf of proposers.

- D. Prohibited Communications: Any Form of communication, except for written correspondence, shall be prohibited regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

1. Any person or person's representative seeking an award from such competitive solicitation; and
2. Any County Commissioner or Commissioner's staff, or any county employee authorized to act on behalf of the Commission to award a particular contract.

For the purpose of this section, a person's representative shall include, but not be limited to, the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

The prohibited communication shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation.

The provisions of this section shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations during any public meetings, presentations made to the Board, and protest hearings. Further, the provisions of this section shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with any employee, County Commissioner, or decision-making board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The provisions of this section shall terminate at the time the Board or a County department authorized to act on behalf of the Board, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

The penalties for an intentional violation of this article shall be those specified in §125.69(1), Florida Statutes, as amended, and shall be deemed supplemental to the penalties set forth in Section 1-9 of the Code of Laws, Leon County, Florida.

- E. Special Accommodation: Any person requiring a special accommodation at a Pre-Bid Conference or Bid/RFP opening because of a disability should call the Division of Purchasing at (850) 606-1600 at least five (5) workdays prior to the Pre-Bid Conference or Bid/RFP opening. If you are hearing or speech impaired, please contact the Purchasing Division by calling the County Administrator's Office using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).
- F. Offeror Registration: Offerors who obtain solicitation documents from sources other than the Leon County Purchasing Division or DemandStar.com MUST officially register with the County Purchasing Division in order to be placed on the planholders list for the solicitation. This list is used for communications from the County to prospective Offerors. Also, Offerors should be aware that solicitation documents obtained from sources other than those listed above may be drafts, incomplete, or in some other fashion different from the official solicitation document(s). Failure to register as a prospective Offeror through the Purchasing Division or online through DemandStar.com may cause your submittal to be rejected as non-responsive.

As a convenience to vendors, Leon County has made available via the internet lists of all registered planholders for each bid or request for proposals. The information is available online at <http://www.leoncountyfl.gov/Purchasing/Bid.asp> by simply clicking the planholder link to the right of the respective solicitation. A listing of the registered vendors with their telephone and fax numbers is designed to assist vendors in preparation of their responses.

- G. Submission Deadline: Your response to the RFQ must arrive at the above listed address no later than **Tuesday, August 30, 2011 at 2:30 PM** to be considered.

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- H. Responses to the RFQ received prior to the time of opening will be secured unopened. The Purchasing Agent, whose duty it is to open the responses, will decide when the specified time has arrived and no responses received thereafter will be considered.
- I. The Purchasing Agent will not be responsible for the premature opening of a response not properly addressed and identified by the RFQ number on the outside of the envelope/package.
- J. It is the Respondent's responsibility to assure that the response is delivered at the proper time and location. Responses received after the scheduled receipt time will be marked "TOO LATE" and may be returned unopened to the vendor.
- K. The County is not liable for any costs incurred by Respondents prior to the issuance of an executed contract.
- L. Firms responding to this RFQ must be available for interviews by County staff and/or the Board of County Commissioners.
- M. The contents of the response of the successful firm will become part of the contractual obligations.
- N. Response must be typed or printed in ink. All corrections made by the Respondent prior to the opening must be initialed and dated by the Respondent. No changes or corrections will be allowed after responses are opened.
- O. The County reserves the right to reject any and/or all responses, in whole or in part, when such rejection is in the best interest of the County. Further, the County reserves the right to withdraw this solicitation at any time prior to final award of contract.
- P. Cancellation: The contract 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 this agreement at any time as a result of the contractor'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.
- Q. Public Entity Crimes Statement: 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, 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. By submission of a proposal in response to this document, the vendor certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.
- R. Certification Regarding Debarment, Suspension, and Other Responsibility Matters: The prospective primary participant must certify to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency and meet all other such responsibility matters as contained on the attached certification form.

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- S. Licenses and Registrations: The contractor shall be responsible for obtaining and maintaining throughout the contract period his or her city or county occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida.

If the contractor is operating under a fictitious name as defined in Section 865.09, Florida Statutes, proof of current registration with the Florida Secretary of State **shall be submitted** with the bid. A business formed by an attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and Professional Regulation or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State **shall submit** a copy of the current licensing from the appropriate agency and/or proof of current active status with the Division of Corporations of the State of Florida or such other state as applicable.

Failure to provide the above required documentation may result in the proposal being determined as non-responsive.

- T. Audits, Records, And Records Retention

The Contractor shall agree:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
5. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

- U. Monitoring: To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this contract, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this contract.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the

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terms and conditions of this contract. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the County; and (3) the termination of this contract for cause.

V. Local Preference in Purchasing and Contracting

1. Preference in requests for proposals. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures for which a request for proposals is developed with evaluation criteria, a local preference of the total score may be assigned for a local preference, as follows:

- a) Individuals or firms which have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of five percent.

- b) Individuals or firms which do not have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of three percent.

2. ~~Local business definition.~~ For purposes of this section, "local business" shall mean a business which:

- a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and

- b) Holds any business license required by Leon County, and, if applicable, the City of Tallahassee; and 7/1/11

- c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

3. Certification: Any vendor claiming to be a local business as defined, shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements of above. The Local Vendor Certification Form is enclosed. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a vendor meets the definition of a "local business."

- W. Addenda To Specifications: If any addenda are issued after the initial specifications are released, the County will post the addenda on the Leon County website at <http://www.co.leon.fl.us/purchasing/>. For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Purchasing Division will make a good faith effort to ensure that all registered bidders (those vendors who have been registered as receiving a bid package) receive the documents. It is the responsibility of the vendor prior to submission of any proposal to check the above website or contact the Leon County Purchasing Division at (850) 606-1600 to verify any addenda issued. The receipt of all addenda must be acknowledged on the response sheet.

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X. Unauthorized Alien(s): The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, please complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

Y. Employment Eligibility Verification:

1. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program. Contractor further agrees to provide to the County, within thirty days of the effective date of this contract, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen", which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
2. Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty days of the effective date of this contract or within sixty days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.
3. Contractor will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.

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- a. Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within 3 business days after the date of hire.
- b. Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.
4. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized state entity consistent with the terms of the Memorandum of Understanding.
5. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the County may treat a failure to comply as a material breach of the contract.

Z. Award of RFQ and Protest:

The proposal will be awarded as soon as possible to the responsive, responsible respondent(s) who rank highest in the evaluation process, unless otherwise stated elsewhere

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in this document. The County reserves the right to waive any informality in proposals and to award a proposal in whole or in part when either or both conditions are in the best interest of Leon County.

Notice of the Intended Decision will be posted on the Leon County website at:

<http://www.leoncountyfl.gov/Purchasing/Postings/other.asp>

for a period of seventy-two (72) consecutive hours, which does not include weekends or County observed holidays. Any Bidder/Respondent who desires to protest the Intended Decision must file a notice of intent to protest in writing within seventy-two (72) hours after the posting of the Notice of Intended Decision. Any bid award recommendation may be protested on the grounds of irregularities in the specifications, bid procedure, or the evaluation of the bid. Such notice of intent of bid protest shall be made in writing to the Purchasing Director, 1800-3 Blair Stone Road, Tallahassee, Florida 32308.

Protestor shall file a formal written bid protest within 10 days after the date in which the notice of intent of bid protest has been submitted. Failure to file a notice of intent of bid protest or failure to file a formal written bid protest shall constitute a waiver of all rights granted under this section. The vendor shall be responsible for inquiring as to any and all award recommendation/postings.

Should concerns or discrepancies arise during the bid process, vendors are encouraged to contact the Purchasing Division prior to the scheduled bid opening. Such matters will be addressed and/or remedied prior to a bid opening or award whenever practically possible. Vendors are not to contact departments or divisions regarding the vendor complaint.

III. STATEMENT OF SERVICES AND DELIVERABLES: *Consultants are asked to evaluate their qualifications and experience to complete the following:*

1. An analysis of current planning and regulations for the most appropriate sites and their environs, along with an assessment of their efficacy and appropriateness to development or redevelopment.
2. The types of sports facilities that would generate the greatest return on investment.
3. A development or redevelopment scenario or scenarios, including for each scenario:
 - a. Analysis of economic benefits accruing from development or redevelopment, including estimates of construction value, anticipated employment levels with anticipated salary or wage information, and revenue from permit fees, and from other sources to be identified by the consultant. Economic benefit should consider the additional hotel/motel nights generated, meals purchased, and general spending from out of town visitors.
 - b. Costs of anticipated infrastructure improvements to meet required levels of service, costs of mitigation expenses, and other costs as identified by the consultant.
 - c. Recommended steps to implement development or redevelopment, including a time line for development, required government action, opportunities for innovation, and public participation.
4. A feasibility analysis (inclusive of appropriate cash flow models) for the development and maintenance of the facility, as well as an appropriate review of other competitive facilities in the region will be included.

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5. The review should provide the County options and recommendations on the final structure of how the facility should be developed in terms of financing and operations (i.e., public/private partnerships, long term lease arrangements, etc.).
6. Cash Flow Analysis - showing the operating and capital costs. The analysis should also include the potential economic impact to the community at large (i.e. hotel/motel nights generated, meals and general spending from visitors).
7. Identify and evaluate the most appropriate site(s) for said facilities.
8. Provide ten (10) copies of the analysis and report.
9. Provide a copy of all materials on data disk.

IV. REQUIRED SUBMITTALS:

Responses may be submitted in three ring binders or bound by binder clips only. No manner of plastic, comb or wire bindings or staples are acceptable.

Firms or teams of firms wishing to be considered for this work should provide statements of qualifications and experience that include the following:

1. A description of the firm(s), including location, services, staff levels, and a brief history.
2. A description of the project team, including key staff and sub-consultants proposed for assignment, their qualifications and experience, and the location of offices where the work will be performed.
3. A resume of the proposed project manager, including his/her experience in such studies and names and contact information of past or present clients.
4. Descriptions of similar relevant projects, project budgets, and references. Please emphasize projects conducted for Florida counties and municipalities, and for metropolitan areas similar to Tallahassee-Leon County.

V. SELECTION PROCESS

- A. The County Administrator shall appoint an Evaluation Committee, to include at least one KCCI representative, who will review and evaluate all proposals received on time. The Committee may select one or more firms for interview based on the evaluation of the responses of each proposer.

Meetings of Evaluation Committees subsequent to the opening of the solicitation shall be public meetings except for any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as a part of the competitive solicitation, or at which a vendor answers questions as a part of a competitive solicitation. Also, any portion of a meeting at which negotiation strategies are discussed are exempt from being a public session.

Notice of all meetings shall be posted on the Purchasing Division website at: www.leoncountyfl.gov/Purchasing/notices/index.asp and in the Purchasing Division Offices no less than 72 hours (excluding weekends and holidays).

- B. The Evaluation Committee will recommend to the Board of County Commissioners (BCC), in order of preference (ranking), up to three (3) firms deemed to be most highly qualified to perform the requested services.

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- C. The (BCC) will negotiate with the most qualified firm (first ranked firm) for the proposed services at compensation which the BCC determines is fair, competitive, and reasonable for said services.
- D. Should the BCC be unable to negotiate a satisfactory contract with the firm considered to be fair, competitive and reasonable, negotiations with that firm shall be formally terminated. The County shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm the Board shall terminate negotiations. The BCC representative shall then undertake negotiations with the third most qualified firm.
- E. Should the County be unable to negotiate a satisfactory contract with any of the selected firms, the Board representative shall select additional firms to continue negotiations.
- F. Evaluation Criteria: Only written responses of statements of qualifications, performance data, and other data received in the purchasing office by the publicized submission time and date shall be evaluated. Proposals will be evaluated and scored by the members of the Evaluation Committee on the basis of the following considerations:

1.	Qualifications of Project Team	35
2.	Experience in Similar Projects	25
3.	Quality of Response	35
4.	Local Preference	5

Total 100

VI. INDEMNIFICATION

The Contractor agrees to indemnify, defend and hold harmless the County, its officials, officers, employees and agents, from and against any and all claims, damages, liabilities, losses, costs, or suits of any nature whatsoever arising out of, because of, or due to any acts or omissions of the Contractor, its delegates, employees and agents, arising out of or under this Agreement, including reasonable attorney's fees. The County may, at its sole option, defend itself or require the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

VII. MINORITY/WOMEN BUSINESS ENTERPRISE AND EQUAL OPPORTUNITY POLICIES

A. Minority/Women Business Enterprise Requirements

The purpose of the Minority and Women-Owned Business Enterprise (MWBE) Program is to effectively communicate Leon County procurement and contracting opportunities, through enhanced business relationships, to end disparity and to increase participation opportunities for certified minority and women-owned business enterprises in a competitive environment. This program shall:

- 1. Eliminate any policies and/or procedural barriers that inhibit MBE and WBE participation in our procurement process.
- 2. Establish targets designed to increase MBE and WBE utilization proportionate to document under utilization.
- 3. Provide increased levels of information and assistance available to MBE's and WBE's businesses.

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4. Implement mechanisms and procedures for monitoring MBE and WBE compliance by prime contractors.

There is not a Minority and Women Business Enterprise aspirational target prescribed for this RFQ; however, each Respondent is strongly encouraged to secure MBE and WBE participation through the purchase of those goods or services when opportunities are available. For additional information regarding Leon County's Minority, Women and Small Business Enterprise Policy, or to obtain a listing of certified MWBE's, please contact Iranetta Dennis, MWSBE Director, at 1800-3 Blair Stone Road, Tallahassee, FL 32308, by telephone at (850) 606-1650; fax (850) 606-1651 or by e-mail dennis@leoncountyfl.gov

B. Equal Opportunity/Affirmative Action Requirements

The contractors and all subcontractors shall agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

For federally funded projects, in addition to the above, the contractor shall agree to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

In addition to completing the Equal Opportunity Statement, the Respondent shall include a copy of any affirmative action or equal opportunity policies in effect at the time of submission.

VIII. INSURANCE

Respondent's attention is directed to the insurance requirements below. Respondents should confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

Respondent procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Respondent, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in the Respondent's pricing.

1. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- a. General Liability: \$1,000,000 Combined Single Limit for bodily injury and property damage per occurrence with a \$2,000,000 annual aggregate. Completed operations coverage will be provided for a period of three (3) years beyond termination and/or completion of the project. Coverage must include bodily injury and property damage, including Premise/Operations: a per location aggregate, Broad Form Contractual liability; Broad Form Property Damage; Fire Legal liability; Independent Contractors coverage; Cross Liability & Severability of Interest Clauses; and Personal Injury (deleting employee and contractual exclusions), and coverage for explosion, collapse, and underground (X,C,U).
- b. Automobile Liability: One Million and 00/100 (\$1,000,000.00) Dollars combined single limit per accident for bodily injury and property damage. **(Non-owned, Hired Car).**

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- c. Workers' Compensation Employers Liability: Insurance covering all employees meeting Statutory Requirements in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. **Waiver of Subrogation in lieu of Additional Insured is required.**

2. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

3. Other Insurance Provisions:

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

a. General Liability and Automobile Liability Coverages (**County is to be named as Additional Insured**).

1. The County, its officers, officials, employees and volunteers are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor, products and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.

2. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. Contractor hereby waives subrogation rights for loss or damage against the county.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.

4. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles with are all at the sole responsibility and risk of Contractor.

b. All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

4. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

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5. Verification of Coverage: Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.
6. Subcontractors: Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

IX. TRAVEL EXPENSES

Consultant travel which is not covered within the scope of the consultant's contract and which is billed separately to the County on a cost reimbursement basis must receive prior approval and will be reimbursed in accordance with the Leon County Travel Policy. Travel expenses shall be limited to those expenses necessarily incurred in the performance of a public purpose authorized by law to be performed by the Leon County Board of County Commissioners and must be within limitations described herein and in Ch. 112.06, Florida Statutes. Consultants and contractors, traveling on a cost reimbursement basis, must have their travel authorized by the department head from whose budget the travel expenses will be paid and the County Administrator

X. ETHICAL BUSINESS PRACTICES

- A. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.
- B. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- C. The Board reserves the right to deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.

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RESPONSE COVER SHEET

This page is to be completed and included as the cover sheet for your response.

The Board of County Commissioners, Leon County, reserves the right to accept or reject any and/or all responses in the best interest of Leon County.

Keith M. Roberts, Purchasing Director

John Dailey, Chairman
Leon County Board of County Commissioners

This response is submitted by the below named firm/individual by the undersigned authorized representative.

(Firm Name)

BY

(Authorized Representative)

DRAFT

(Printed or Typed Name)

ADDRESS

CITY, STATE, ZIP

7/1/11

TELEPHONE

FAX

EMAIL

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated _____ Initials _____

Addendum #2 dated _____ Initials _____

Addendum #3 dated _____ Initials _____

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: _____

Title: _____

Firm: _____

Address: _____
DRAFT

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INSURANCE CERTIFICATION FORM

To indicate that Bidder/Respondent understands and is able to comply with the required insurance, as stated in the bid/RFP document, Bidder/Respondent shall submit this insurance sign-off form, signed by the company Risk Manager or authorized manager with risk authority.

A. Is/are the insurer(s) to be used for all required insurance (except Workers' Compensation) listed by Best with a rating of no less than A:VII?

YES NO

Commercial General Liability:

Indicate Best Rating: _____
Indicate Best Financial Classification: _____

Business Auto:

Indicate Best Rating: _____
Indicate Best Financial Classification: _____

1. Is the insurer to be used for Workers' Compensation insurance listed by Best with a rating of no less than A:VII?

YES NO

Indicate Best Rating: _____
Indicate Best Financial Classification: _____

If answer is NO, provide name and address of insurer:

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2. Is the Respondent able to obtain insurance in the following limits (next page) as required for the services agreement?

YES NO

Insurance will be placed with Florida admitted insurers unless otherwise accepted by Leon County. Insurers will have A.M. Best ratings of no less than A:VII unless otherwise accepted by Leon County.

Required Coverage and Limits

The required types and limits of coverage for this bid/request for proposals are contained within the solicitation package. Be sure to carefully review and ascertain that bidder/proposer either has coverage or will place coverage at these or higher levels.

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Required Policy Endorsements and Documentation

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Endorsements to insurance policies will be provided as follows:

Additional insured (Leon County, Florida, its Officers, employees and volunteers) -
General Liability & Automobile Liability

Primary and not contributing coverage-
General Liability & Automobile Liability

Waiver of Subrogation (Leon County, Florida, its officers, employees and volunteers)- General
Liability, Automobile Liability, Workers' Compensation and Employer's Liability

Thirty days advance written notice of cancellation to County - General Liability,
Automobile Liability, Worker's Compensation & Employer's Liability.

DRAFT

Please mark the appropriate box:

Coverage is in place Coverage will be placed, without exception

7/1/11

The undersigned declares under penalty of perjury that all of the above insurer information is true and correct.

Name _____

Signature _____
 Typed or Printed

Date _____

Title _____
(Company Risk Manager or Manager with Risk Authority)

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**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
And OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
3. No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

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Signature

Title

Contractor/Firm

Address

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**AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS**

Leon County will not intentionally award County contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 A(e) {Section 274a(e) of the Immigration and Nationality Act ("INA").

Leon County may consider the employment by any Contractor of Unauthorized Aliens a violation of Section 274A(e) of the INA. **Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by Leon County.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature: _____

Title: _____

STATE OF _____
COUNTY OF _____
Sworn to and subscribed before me this _____ day of _____, 20____
DRAFT

NOTARY PUBLIC

Personally known _____ 7/1/11

OR Produced identification _____

Notary Public - State of _____

My commission expires: _____
(Type of identification)

Printed, typed, or stamped
commissioned name of notary public

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

**LEON COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION,
AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

LOCAL VENDOR CERTIFICATION

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
- b) Holds any business license required by Leon County (or one of the other local counties), and, if applicable, the City of Tallahassee; and
- c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

Please complete the following in support of the self-certification and submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name:	
Current Local Address:	Phone:
	Fax:
If the above address has been for less than six months, please provide the prior address.	
DRAFT	
Length of time at this address:	
Home Office Address:	Phone:
	Fax:

Signature of Authorized Representative 7/1/11 Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____.

By _____, of _____,
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

a _____ corporation, on behalf of the corporation. He/she is personally known to me
(State or place of incorporation)
 or has produced _____ as identification.
(type of identification)

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

Serial Number, If Any

Return Completed form with supporting documents to:

**Leon County Purchasing Division
1800-3 Blair Stone Road
Tallahassee, Florida 32308**