

## NOTICE OF REQUEST FOR QUALIFICATIONS

Pursuant to Section 287.055, Florida Statutes, notice is hereby given that the Board of County Commissioners of Taylor County is accepting statements of qualifications from interested Architectural/Engineering firms, Specialized Consulting firms and Individuals experienced in the development of Space Planning/ Facility Assessments.

Only those firms or individuals submitting statements of qualifications that meet the requirements herein specified will be considered regardless of past contracts with Taylor County, or other agencies.

Interested firms or individuals will be evaluated and selected under the competitive selection procedure of Florida Statute 287.055. In accordance with Florida Statute 287.055(4) (b), please do not submit proposals for compensation.

Qualified firms or individuals desiring to provide the required products or services must submit four (4) packages in a sealed envelope or similar package marked "Sealed Proposal for Space Planning/Facility Assessment Report for the Taylor County Board of County Commissioners" to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347, to arrive no later than 4:00 P.M., local time, on FRIDAY, March 4, 2016. All responses MUST have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted. RFQs will be opened and respondents announced at 6:05 P.M. local time, or as soon thereafter as practical, at the regular County Commission meeting on Monday, March 7, 2016, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

RFQ Scope of Services information may be obtained from the Clerk of Court, 1st. Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32348, (850) 838-3506 or from our website [www.taylorcountygov.com/Bids/Index.htm](http://www.taylorcountygov.com/Bids/Index.htm).

The Taylor County Board of County Commissioners reserves the right, in its sole and absolute discretion, to reject any or all responses to its request for qualifications, to cancel or withdraw this request, or at any time waive any irregularities in the RFQ process. The County reserves the right to award any contract(s) to the respondent which it deems to offer the best overall service, therefore, the County is not bound to award any contract(s) based on a quoted price. The County, in its sole and absolute discretion, also reserves the right to waive minor defects in the process and to accept the proposal deemed to be in the County's best interest. **The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in the amount of five percent (5%) of the total score, pursuant to Taylor County Ordinance No. 2003-12.**

Additional information may be obtained from:

Dustin Hinkel  
County Administrator  
201 E Green Street  
Perry, FL 32347  
850-838-3500 x7

## GENERAL RESPONSE INFORMATION

1. Scope of Service documents may be obtained from the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32348, (850) 838-3506 or from our website [www.taylorcountygov.com/Bids/Index.htm](http://www.taylorcountygov.com/Bids/Index.htm).
2. Responses **MUST** be submitted to the Clerk of Court, 1<sup>st</sup> Floor Courthouse, 108 North Jefferson Street Perry FL 32347, to arrive no later than **4:00 PM, local time, FRIDAY, March 4, 2016.**
3. Responses **MUST** be in a sealed envelope plainly marked on the outside: **Sealed Proposal for Space Planning/Facility Assessment Report for the Taylor County Board of County Commissioners.**
4. **All responses MUST have a name and mailing address shown on the outside of the envelope or package when submitted.**
5. Responses that are not delivered to the physical address of the Clerk of Court prior to the specified time will not be considered and **will be returned to the responder unopened.**
6. Once opened, no response may be withdrawn prior to the Board of County Commissioners action without written consent of the Clerk of Court.
7. Responders must complete and furnish with their proposal, the Florida Public Entity Crimes Statement as required by F.S. 287.133(3)(a).
8. **Responders must complete and furnish with their proposal a Non-Collusion Affidavit.**
9. Responses shall be received and respondents announced on Monday, March 7, 2016 at **6:05 p.m.** or as soon thereafter as practical, at the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.
10. The Taylor County Board of County Commissioners reserves the right, in its sole and absolute discretion, to reject any or all responses, to cancel or withdraw this request for qualifications, or at any time waive any irregularities in the request process. The County reserves the right to award any contract(s) to the respondent which it deems to offer the best overall service. The County, in its sole and absolute discretion, also reserves the right to waive minor defects in the process and to **accept the proposal** deemed to be in the County's best interest. **The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in the amount of five percent (5%) of the total score, pursuant to Taylor County Ordinance No. 2003-12.**
11. It is the responsibility of the responders to fully understand and follow all request for qualifications response expectations.
12. The Taylor County Board of County Commissioners **Does Not Accept Faxed Proposals.**
13. Responders who elect to send sealed responses Overnight Express or Federal Express, must send the package to the physical address of: Clerk of Court, 1<sup>st</sup> Floor Courthouse, 108 North Jefferson Street, Perry, FL 32347.
14. For additional information, contact

**Dustin Hinkel  
County Administrator  
201 E. Green Street  
Perry, FL 32347  
850-838-3500 x7**



# TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk  
Post Office Box 620  
Perry, Florida 32348  
(850) 838-3506 Phone  
(850) 838-3549 Fax

DUSTIN M. HINKEL, County Administrator  
201 East Green Street  
Perry, Florida 32347  
(850) 838-3500, extension 7 Phone  
(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney  
Post Office Box 167  
Perry, Florida 32348  
(850) 584-6113 Phone  
(850) 584-2433 Fax

## BID CHECKLIST

### Check Items Included:

- \_\_\_\_\_ 1. Required proposal/bid information referenced below.
- \_\_\_\_\_ 2. Certification of Liability Insurance or Agent Statement as outlined in the General Considerations **(MUST BE INCLUDED)**.
- \_\_\_\_\_ 3. Declaration Page from Workmen's Compensation Insurance. **(MUST BE INCLUDED)**.
- \_\_\_\_\_ 4. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a) **(ENCLOSED)**.
- \_\_\_\_\_ 5. Non-Collusion Affidavit, signed and notarized. **(ENCLOSED)**.

**Checklist must be included with the bid.**

## TECHNICAL SPECIFICATIONS

In providing professional services to the Board of County Commissioners, an opportunity is hereby afforded for your company:

- a. To indicate whether there is an interest at this time in providing the described services.
- b. To include disclosure of any potential conflict of interest that your firm may have due to other clients, contracts or property interests in the County's project described above.
- c. To furnish to the Board of County Commissioners the following information for determination of qualified firms:
  - 1) Short statement as to your firm's understanding of the scope and requirements relative to the project.
  - 2) **Current Standard Forms 254 and 255.**
  - 3) If applicable, include State of Florida Minority Business Enterprise Certification (prime consultant only) as defined by the Florida Small and Minority Business Assistance Act of 1985.
  - 4) Any other information that would make your firm uniquely qualified to perform the project.

## DESCRIPTION

The Respondent awarded a contract shall provide Professional Services for the development of the Space Planning/Facilities Assessment Report for all Taylor County Facilities, Sites, Parks and Beaches. Taylor County seeks a review of its existing facilities, how they are utilized and what, if any, consolidations, rearrangements, or new acquisitions/construction might improve delivery of County services and reduce long term costs. The goal is to determine potential areas for consolidation or growth to improve the efficiency (both cost and personnel) of the county. The product of the work will be long term (25 year) and short term (5 year) strategies for facility planning. The Report shall include a proposed list of facilities that should be retained, repurposed, consolidated, acquired, constructed, or surplus with projected costs or revenues incurred by the implementation of such recommendations.

### Scope of work:

1. Professional services shall include a comprehensive compilation of all county owned and leased properties.
2. Provide the following recommendations:
  - a. Possible consolidation of services at county owned facilities.
  - b. Building improvements necessary to implement proposed consolidations.
  - c. Modifications to existing county owned facilities to improve energy efficiency.
  - d. Modifications to existing county owned facilities to improve security.
  - e. Relocation of county resources/services into county owned facilities. Recommendations for relocation of county resources shall address the needs of the services to be relocated relating to physical (spatial and geographic), professional, technological, security, and privacy requirements.
  - f. Possible opportunities to meet the County's space needs through the acquisition and renovation of existing non-county owned facilities and/or construction of new facilities.
  - g. Prioritization of recommendations.
  - h. Estimated cost of changes and estimated payout period
3. Create an electronic spatial database for use by Taylor County.

## SUBMISSION OF RESPONSES

- A. Four (4) copies of each response shall be submitted.
- B. The response shall be submitted in a sealed envelope clearly marked on the outside, with the Respondents name and "Sealed Proposal for Space Planning/Facility Assessment Report for the Taylor County Board of County Commissioners", addressed to the entity and address stated in the Notice of Request for Qualifications, on or before 4:00 P.M. local time on March 4, 2016. If forwarded by mail or courier, the above-mentioned envelope shall be enclosed in another envelope addressed to the entity and address stated in the Notice of Request for Qualifications. Faxed or e-mailed responses shall be automatically rejected. Responses will be received until the date and hour stated in the Notice of Request for Qualifications.
- C. Each Respondent shall submit with his Response the required evidence of his qualifications and experience.

## CONTENT OF SUBMISSION

The submitted responses to this Request for Qualifications (RFQ) shall be typed on 8- 1/2" x 11" white paper and bound; shall be clear and concise and provide the information requested herein. Responses submitted without the required information will not be considered. Responses shall be organized and sections tabbed. The Respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations will not be solicited. Each Respondent must submit adequate documentation to certify the Respondent's compliance with the County's requirements. Respondent should focus specifically on the information requested. Additional information, unless specifically relevant, may distract rather than add to the Respondent's overall evaluation.

The following information, at a minimum, shall be included in the response:

### A. Cover Page

A cover page that states:

"REQUEST FOR QUALIFICATIONS FOR TAYLOR COUNTY SPACE PLANNING/FACILITIES ASSESSMENT REPORT, TAYLOR COUNTY, FLORIDA".

The cover page should contain Respondent's name, address, telephone number, and the name of the Respondent's contact person.

### B. Tabbed Sections

#### Tab 1. Executive Summary

The Respondent shall provide a narrative of the firm's or individual's history, qualities and capabilities that demonstrates how the firm will work with the County to fulfill the requirements of this Project.

All responses must contain, at a minimum, the following information:

1. A list of the person's or entity's shareholders with five percent or more of the stock or, if a general partnership, a list of the general partners; or, if a limited liability company, a list of its members; or, if a solely owned proprietorship, names(s) of owner(s).
2. A list of the officers and directors of the entity (name(s) and title(s)).
3. The number of years the person or entity has been operating and, if different, the number of years it has been providing the services, goods, or construction services called for in the RFQ.
4. The number of years the person or entity has operated under its present name and any prior names. Include any prior names and addresses of any entity which was previously owned, operated or directed by any of its officers, directors, or general partners the person or entity has operated under in the past 5 years.

## Tab 2. Relevant Experience

The Respondent shall provide a project history of the firm or organization demonstrating experience with projects that are similar in scope and size to the proposed Project. The Respondent shall provide a detailed summary (two pages or less) of one completed project similar to this project, and a tabular list of other completed projects similar to size and scope.

## Tab 3. References and Past Performance on Similar Projects

Please include and describe any previous experience in Taylor County. Each Respondent shall provide a list of past projects and at least two (2) written references of a Florida local government or other governmental entities for which the Respondent has provided the same or similar services during the past three (3) years. Each reference shall include, at a minimum:

1. Name and full address of referenced project and of client organization
2. Name and telephone number of contact person for referenced project
3. Date of initiation and completion of contract for referenced project
4. Brief summary of the project and services comparing the referenced services to these proposed services
5. Describe whether projects met the substantial completion date, and if completion date was not met provide explanation.

Please include credit references (minimum of three), including name, current address and current telephone number of the reference.

## Tab 4. Project Approach

The Respondent shall describe the approach and methodology, the use of technology and the software in use or planned to accomplish the scope of work defined herein. Describe the firm's methodology for working locally given the extensive amount of data collection required for this Project. The project approach shall include information on schedule and availability.

## Tab 5. Staffing for this Project and Qualifications of Key Personnel

The Respondent shall describe the composition and structure of the firm (sole proprietorship, corporation, partnership, joint venture) and include names of persons with an interest in the firm. Include in this section a copy of documentation demonstrating that the entity is a legally, viable entity.

The Respondent shall include a list of the proposed staff that will perform the work required if awarded this contract. An organizational chart and management plan should be included in this section. The Respondent shall include a resume for each member of the project team identifying his/her role on the team and any qualifications relevant to the assigned position. The Respondent shall also include a summary of each project team member's experience with projects of this specific type. Include in this section the location of the main office and the location of the office proposed to work on this project.

## Tab 6. Services

The Respondent shall provide any additional project experience that will give an indication of and provide evaluators with insight about the qualifications, fitness and abilities of the Respondent.

## Tab 7. Pending Litigation

The Respondent shall describe any past or pending litigation in which the Respondent has been involved, in the past five (5) years, indicate whether a plaintiff or defendant, and describe the nature of the cause of action.



In all cases Respondent shall give the name, current address, and telephone number of the other party, the case number, and where the litigation is pending or was filed.

All responses must contain answers to the following questions regarding claims and suits:

a. Are there any judgments, claims, arbitration proceeding or suits pending or outstanding against the person, principal of the entity, or entity, or any entity previously owned, operated or directed by any of its officers, directors, or general partners? If yes, provide details;

b. Has the person, principal of the entity, entity, or any entity previously owned, operated or directed by any of its officers, major shareholders or directors, within the last five years, been a party to any lawsuit, arbitration, or mediation with regard to a contract for services, goods or construction services similar to those requested in the specifications with private or public entities? If yes, provide details;

c. Has the person, principal of the entity, or any entity previously owned, operated or directed by any of its officers, owners, partners, major shareholders or directors, ever initiated litigation against the county or been sued by the county in connection with a contract to provide services, goods or construction services? If yes, provide details;

d. Whether, within the last five years, the owner, an officer, general partner, principal, controlling shareholder or major creditor of the person or entity was an officer, director, general partner, principal, controlling shareholder or major creditor of any other entity that failed to perform services or furnish goods similar to those sought in the request for competitive solicitation;

Tab 8. County forms

Respondent shall complete and execute the forms specified above and found in this RFQ, signatures shall be current on all forms, dated within thirty (30) days of the date of submission.

Respondent shall produce evidence of proper licensing to perform the services described herein. Copies of all professional and occupational licenses shall be included in this section.

## EVALUATION/ SELECTION OF CONTRACTOR

A Selection Review Committee will evaluate all responses received and:

1. Prepare an alphabetical listing of those respondents determined to be interested and available.
2. Evaluate the responses meeting minimum submission criteria based upon qualifications and conduct discussions with those firms deemed to be the most highly qualified to provide the services required. Each of the firms will be required to execute the Truth-In-Negotiation certificate as defined in Florida Statutes 287.055. Selection as best qualified will be based on the following considerations:
  - a. Recent experience of individuals and firm on projects of similar size and scope.
  - b. Schedule and availability
  - c. Past Performance record
  - d. Project approach
  - e. Taylor County experience
  - f. Each TAB section will be given points used to score and evaluate firms and individuals. The point structure is as follows:

CRITERIA	MAXIMUM POINTS
TAB 1	10
TAB 2	15
TAB 3	10
TAB 4	30
TAB 5	25
TAB 6	5
TAB 7	5
TAB 8	*All forms must be complete or Respondent will be deemed non-responsive.
TOTAL	100

3. Review of all proposals received will proceed as follows:
  - a. The selection committee will review all written documents submitted.
  - b. The committee's ranking of prospective firms shall be based on the firm's capabilities, ability, and adequacy of personnel, past record, recent experience, current workload and project approach.
  - c. The committee may request oral presentations from the vendors when establishing the recommended priority or short list.
4. Negotiations between the selection committee and the priority vendors (the vendors ranked highest on the Board approved short list) that will proceed as follows:
  - a. Negotiations will be held with the first vendor on the priority list.
  - b. If no tentative agreement can be reached with the first vendor, then negotiations will commence with the second vendor on the short list.
  - c. If no tentative agreement can be reached with the second vendor, then negotiations will commence with the third vendor.
  - d. If no tentative agreement is reached with the third vendor, then the committee shall return to the Board to report such and recommend that a new short list be established from among the other proposals submitted. If for any reason said procedure is not feasible, the committee shall seek direction from the Board as to how to proceed further.

e. Taylor County reserves the right to negotiate contracts with one or more firms for these services.

5. Presentation of the tentative agreements by the selection committee to the Board for approval. The Executive Summary shall inform the Board as to the terms, conditions and costs associated with the contracts.

6. Upon approval of the agreement by the Board, execution of a formal written agreement is required prior to commencement of the work associated with the contract.

7. Direct contact one-on-one with the Committee members or Board of County Commissioners is not allowed. Selection will be on the basis of professional qualifications and experience.

a. The Selection Review Committee will evaluate and rank all proposals meeting the minimum submission requirements and enter into formal negotiations with said firms. Firms will be notified of dates and times of any interviews.

## CERTIFICATE OF INSURANCE AND INSURANCE REQUIREMENTS

The Respondent shall be responsible for all necessary insurance coverage as indicated below. Certificates of Insurance must be provided to Taylor County fifteen (15) days prior to the submission of the contract to the Board of County Commissioners for the award of contract, with the Taylor County Board of County Commissioners listed as additional insured as indicated. No contract shall be awarded until Taylor County has received proof of insurance and that Taylor County Board of County Commissioners is listed as the additional insured. If the proper insurance forms are not received within the fifteen (15) day period, the contract may be awarded to the next selected Respondent. Policies shall be written by companies licensed to do business in the State of Florida and having an agent for service of process in the State of Florida. Companies shall have an A.M. Best rating of VI or better.

Worker's Compensation	Statutory Limits
Employers' Liability Insurance	\$500,000 Accident \$500,000 Disease, policy limits \$500,000 Disease each employee
General Liability, including: Premises Operation Products and Completed Operations Blanket Contractual Liability Personal Injury Liability Expanded Definition of Property Damage	\$500,000 Combined Single Limit
Vehicle Liability (Owned, non-owned and hired vehicles)	\$300,000 per Occurrence \$300,000 Combined Single Limit
Professional Liability	\$500,000 per Occurrence \$1,000,000 Aggregate

Taylor County shall be named as an Additional Insured on the General Liability and Vehicle Liability policies.

## INDEMNIFICATION

The Consultant covenants and agrees to indemnify, hold harmless and defend Taylor County, its commissioners, officers, employees, agents and servants from any and all claims for bodily injury, including death, personal injury, and property damage, including damage to property owned by Taylor County, and any other losses, damages, and expenses of any kind, including attorney's fees, court costs and expenses, which arise out of, in connection with, or by reason of services provided by the Consultant or any of its Subconsultant(s) in any tier, occasioned by the negligence, errors, or other wrongful act or omission of the Consultant, its Subconsultant(s) in any tier, their officers, employees, servants or agents.

In the event that the completion of the project (to include the work of others) is delayed or suspended as a result of the Consultant's failure to purchase or maintain the required insurance, the Consultant shall indemnify the County from any and all increased expenses resulting from such delay. Should any claims be asserted against the County by virtue of any deficiency or ambiguity in the plans and specifications provided by the Consultant, the Consultant agrees and warrants that Consultant shall hold the County harmless and shall indemnify it from all losses occurring thereby and shall further defend any claim or action on the County's behalf.

The first ten dollars (\$10.00) of remuneration paid to the Consultant is consideration for the indemnification provided for above.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

This indemnification shall survive the expiration or earlier termination of the contract.

**NON-COLLUSION AFFIDAVIT**

(STATE OF FLORIDA, COUNTY OF \_\_\_\_\_)

\_\_\_\_\_ being first duly sworn, deposes and says that:

- (1) He/She/They is/are the \_\_\_\_\_ of  
(Owner, Partner, Officer, Representative or Agent)  
\_\_\_\_\_, the Bidder that has submitted the attached Bid;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from Bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name and Title

STATE OF FLORIDA, (COUNTY OF \_\_\_\_\_)

On this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned Notary Public of the State of Florida, personally appeared \_\_\_\_\_ (Name(s) of individual(s) who appeared before notary) \_\_\_\_\_ and whose name(s) is/are subscribed to the within Affidavit of Non-Collusion, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public, State of Florida

NOTARY PUBLIC:

SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp or type as commissioned)

\_\_\_\_ Personally known to me, or

\_\_\_\_ Did take an oath, or

\_\_\_\_ Personal identification:

\_\_\_\_ Did Not take an oath.

---

Type of Identification Produced

IDEMNIFICATION AND HOLD HARMLESS FOR CONSULTANTS AND  
SUBCONSULTANTS

The Architect/Engineer/Consultant covenants and agrees to indemnify, hold harmless and defend Taylor County, its commissioners, officers, employees, agents and servants from any and all claims for bodily injury, including death, personal injury, and property damage, including property owned by Taylor County, and any other losses, damages, and expenses of any kind, including attorney's fees, court costs and expenses, which arise out of, in connection with, or by reason of services provided by the Architect/Engineer or Consultant or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act or omission of the Architect/Engineer/Consultant, including its Subcontractor(s) in any tier, their officers, employees, servants or agents.

In the event that the completion of the project (to include the work of others) is delayed or suspended as a result of the Architect/Engineer/Consultant's failure to purchase or maintain the required insurance, the Architect/Engineer/Consultant shall indemnify the County from any and all increased expenses resulting from such delay. Should any claims be asserted against the COUNTY by virtue of any deficiency or ambiguity in the plans and specifications provided by the Architect/Engineer/Consultant, the Architect/Engineer/Consultant agrees and warrants that Architect/Engineer/Consultant shall hold the County harmless and shall indemnify it from all losses occurring thereby and shall further defend any claim or action on the County's behalf.

The first ten dollars (\$10.00) of remuneration paid to the Architect/Engineer/Consultant is consideration for the indemnification provided for above.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

This indemnification shall survive the expiration or earlier termination of the Agreement.

RESPONDENT'S STATEMENT

I understand the insurance that will be mandatory if awarded the contract and will comply in full with all the requirements.

\_\_\_\_\_  
Respondent

\_\_\_\_\_  
Signature



SECTION TWO DRAFT CONTRACT

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AGREEMENT FOR  
CONSULTING SERVICES  
for

***Taylor County Space Planning/ Facilities Assessment Report***

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This Agreement ("Agreement") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between Taylor County, a political subdivision of the State of Florida, whose address is 201 East Green Street, Perr, Florida, 32347, its successors and assigns, hereinafter referred to as "COUNTY," through the Taylor County Board of County Commissioners ("BOCC"),

AND

\_\_\_\_\_, a Corporation of the State of Florida, whose address is \_\_\_\_\_ its successors and assigns, hereinafter referred to as "CONSULTANT",

WITNESSETH:

WHEREAS, COUNTY desires to employ the professional services of CONSULTANT for Development of Space Planning/ Facilities Assessment Report for Taylor County Facilities, Sites, Parks and Beaches; and

WHEREAS, CONSULTANT has agreed to provide professional services which are defined in Exhibit \_\_\_\_\_ ;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, COUNTY and CONSULTANT agree as follows:

**ARTICLE 1**

**1.1 REPRESENTATIONS AND WARRANTIES**

By executing this Agreement, CONSULTANT makes the following express representations and warranties to the COUNTY:

- 1.1.1** The CONSULTANT is professionally qualified to act as the CONSULTANT for the Project and is licensed to provide the designated services by the State of Florida having jurisdiction over the CONSULTANT and the Project;
- 1.1.2** The CONSULTANT shall maintain all necessary licenses, permits or other authorizations necessary to act as CONSULTANT for the Project until the CONSULTANT'S duties hereunder have been fully satisfied;
- 1.1.3** The CONSULTANT has become familiar with the Project sites and the local conditions under which the Work is to be completed.
- 1.1.4** The CONSULTANT shall prepare all documents required by this Agreement in such a manner that they shall be accurate, coordinated and adequate for use in the subsequent implementation phases and shall be in conformity and comply with all applicable law, codes and regulations. The CONSULTANT warrants that the documents prepared as a part of this Agreement will be adequate and sufficient to accomplish the purposes of the Project, therefore, eliminating any additional cost due to missing or incorrect information;
- 1.1.5** The CONSULTANT assumes full responsibility to the extent allowed by law with regards to his performance and those individuals and subcontractors under his employ.
- 1.1.6** The CONSULTANT'S services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The CONSULTANT shall submit, for the COUNTY'S and its representative's information, a schedule for the performance of the CONSULTANT'S services which may be adjusted as the Project proceeds if approved by the COUNTY, and shall include allowances for periods of time required for the COUNTY'S review, and for approval of submission by authorities having jurisdiction over the Project. Time established by this schedule and approved by the COUNTY may not be exceeded by CONSULTANT except for delay caused by events not within the control of the CONSULTANT or foreseeable by him. The sole remedy for delay shall be an extension of time.
- 1.1.7** CONSULTANT is an independent contractor under this Agreement. Services provided by CONSULTANT shall be subject to the supervision of CONSULTANT. In providing the services, CONSULTANT and its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the COUNTY, nor shall they accrue any of the rights or benefits of a COUNTY employee.

## ARTICLE II

### **SCOPE OF CONSULTANT'S BASIC SERVICE**

#### **2.1 DEFINITION**

CONSULTANT'S Basic Services consist of those described in Paragraphs 2.2 and 2.3, and other services identified as part of Basic Services, and include normal consulting services to develop the "Taylor County Space Planning/ Facilities Assessment Report", and complete the Project. The CONSULTANT shall commence work on the services provided for in this Agreement promptly upon his receipt of a written notice to proceed from the COUNTY.

#### **2.2 BASIC SERVICES INCLUDED**

CONSULTANT'S Basic Services consist of, but will not be limited to:

##### **2.2.1 DATA COLLECTION AND REVIEW**

The CONSULTANT shall provide Professional Services for the development of the Space Planning/ Facilities Assessment Report. Taylor County seeks a review of its existing facilities, how they are utilized and what, if any, consolidations or rearrangements might improve delivery of County services and / or reduce long term costs. The goal is to determine potential areas for consolidation to improve the efficiency (both cost and personnel) of the county. The product of the work will be long term (25 year) and short term (5 year) strategies for facility planning. The Report shall include a proposed list of facilities that should be retained, repurposed, consolidated, or surplus with projected costs or revenues incurred by the implementation of such recommendations.

##### **Scope of work:**

Professional services shall include a comprehensive compilation of all county owned and leased properties into an electronic spatial database, and provide recommendations for long term and short term strategies for facility planning.

Taylor County shall provide the documents and data, if in existence, necessary to aid in the preparation of the Space Planning/ Facilities Assessment Report.

## 2.2.2 RECOMMENDATIONS

The CONSULTANT shall provide the following recommendations:

- a. Possible consolidation of services at county owned facilities.
- b. Building improvements necessary to implement proposed consolidations.
- c. Modifications to existing county owned facilities to improve energy efficiency.
- d. Modifications to existing county owned facilities to improve security.
- e. Relocation of county resources/ services into county owned facilities. Recommendations for relocation of county resources shall address the needs of the services to be relocated relating to physical (spatial and geographic), professional, technological, security, and privacy requirements.
- f. Possible opportunities to meet the County's space needs through the acquisition and renovation of existing non-county owned facilities and/or construction of new facilities.
- g. Prioritization of recommendations.
- h. Estimated cost of changes and estimated payout period

## 2.2.3 DATABASE

Develop an electronic spatial database for use by Taylor County.

## 2.2.4 REPORTS

During the course of the Project the Consultant shall be required to deliver drafts to the County. Once the County has approved the drafts, the Consultant shall organize a final product to be delivered to the County for final review and acceptance. The Consultant shall provide two originals (in color), and one electronic version in PDF file format.

## 2.2.5 CLIENT AND PUBLIC MEETINGS

Consultant may be required to make appearances at public hearings or public meetings before the Board of County Commissioners and any other requirements as provided for in contract documents, State and Federal laws.

## 2.3 SCHEDULE

The CONSULTANT shall submit a schedule of all deliverables for review and approval by the County Administrator, Taylor County.

The Space Planning/ Facilities Assessment Report shall be completed within ONE HUNDRED AND EIGHTY (180) days from date of Notice to Proceed.

## 2.4 COMPLETION DATE

Time is of the essence in this contract. Both parties acknowledge that the Project must be completed, as per schedule, no later than one hundred and eighty (180) days from date of Notice to Proceed. Delay in completion shall be considered a breach of the contract.

## **2.5 CORRECTION OF ERRORS, OMISSIONS, DEFICIENCIES**

The CONSULTANT shall, without additional compensation, promptly correct any errors, omissions, deficiencies, or conflicts in the work product of the CONSULTANT or its subconsultants, or both.

## 2.6 WRITTEN NOTICE

Any notices sent by the parties shall be deemed to have been duly served if delivered in person to the individuals and addresses listed below, or if delivered or sent by first class mail, certified, return receipt, or by courier with proof of delivery. All written correspondence to the COUNTY shall be dated and signed by an authorized representative of the CONSULTANT. The correspondence shall be directed to:

Dustin Hinkel  
County Administrator  
201 East Green Street  
Perry, Florida 32347

Notice to the CONSULTANT shall be delivered to:

## ARTICLE III

### ADDITIONAL SERVICE

**3.1** The services described in this Article III are not included in Basic Services. They shall be paid for by the Board of County Commissioners as an addition to the compensation paid for the Basic Services but only if approved by the Board of County Commissioners before commencement, and are as follows:

A. Providing services of CONSULTANT for other than the previously listed scope the Project provided as a part of Basic Services and pursuant to written approval by Project Management

**3.2** If Additional Services are required, the COUNTY shall issue a letter requesting and describing the requested services to the CONSULTANT. Only after receiving an amendment to the Agreement and a notice to proceed from the COUNTY, shall the CONSULTANT proceed with the Additional Services.

- 3.2a** For any additional services the CONSULTANT shall respond with a fee proposal to perform the requested services.

#### ARTICLE IV OWNER'S RESPONSIBILITIES

- 4.1** OWNER shall provide the CONSULTANT with the documents and data listed in Article II, section 2.2.1, to aid in the preparation of the Space Planning/Facilities Assessment Report.
- 4.2** OWNER shall designate Taylor County Administration Department to act on the OWNER'S behalf with respect to the Project. The OWNER or Administration Department shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT in order to avoid unreasonable delay in the orderly and sequential progress of the CONSULTANT'S services.
- 4.3** Prompt written notice shall be given by OWNER through Administration Department to CONSULTANT if OWNER becomes aware of any fault or defect in the Project or non-conformance with the Contract Documents. Written notice shall be deemed to have been duly served if sent pursuant to paragraph 2.6.
- 4.4** The OWNER shall furnish the required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the CONSULTANT'S services and work of the contractors.
- 4.5** The OWNER'S review of any documents prepared by the CONSULTANT or its subconsultants shall be solely for the purpose of determining whether such documents are generally consistent with the OWNER' criteria, as, and if, modified. No review of such documents shall relieve the CONSULTANT of responsibility for the accuracy, adequacy, fitness, suitability or coordination of its work product.
- 4.6** Information requested by CONSULTANT that may be of assistance to the CONSULTANT and to which the OWNER has immediate access will be provided as requested.

#### ARTICLE V INDEMNIFICATION AND HOLD HARMLESS

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The CONSULTANT covenants and agrees to indemnify, and hold harmless Taylor County and Taylor County Board of County Commissioners, officers, employees, agents and servants from any and all claims for bodily injury, including death, personal injury, and property damage, including damage to property owned by Taylor County, and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by CONSULTANT or its

Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act or omission of the CONSULTANT, its Subcontractor(s) in any tier, their officers, employees, servants and agents.

In the event that the completion of the project (to include the work of others) is delayed or suspended as a result of Consultant's failure to purchase or maintain the required insurance, CONSULTANT shall indemnify OWNER from any and all increased expenses resulting from such delay. Should any claims be asserted against OWNER by virtue of any deficiency or ambiguity in the plans and specifications provided by the CONSULTANT, CONSULTANT agrees and warrants that CONSULTANT shall hold the County harmless and shall indemnify it from all losses thereby and shall further defend any claim or action on the OWNER'S behalf.

The first ten dollars (\$10.00) of remuneration paid to the CONSULTANT is consideration for the indemnification provided for above.

The extent of liability is in no way limited to, reduced, lessened by the insurance requirements contained elsewhere within this agreement.

This indemnification shall survive the expiration or earlier termination of the Agreement.

## ARTICLE VI PERSONNEL

### 6.1 PERSONNEL

The CONSULTANT shall assign only qualified personnel to perform any service concerning the project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those functions as indicated:

NAME	FUNCTION
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So long as the individuals named above remain actively employed or retained by the CONSULTANT, they shall perform the functions indicated next to their names. If they are replaced CONSULTANT shall notify COUNTY of the change immediately. All consultants assigned by the CONSULTANT to perform any service concerning the project shall execute the following forms, original signed forms and licenses shall be delivered to COUNTY prior to beginning any work on the project:

Non-Collusion Affidavit

Copies of all professional and occupational licenses shall be submitted



## ARTICLE VII COMPENSATION

### 7.1 CONTRACT SUM

The COUNTY shall pay the CONSULTANT for performance of this Agreement the sum of .

### 7.2 PAYMENTS

**7.2.1** Unless otherwise provided for in paragraph 7.1 above, for its assumption and performances of the duties, obligations and responsibilities set forth herein, the CONSULTANT shall be paid pursuant to the Florida Prompt Payment Act.

- (A) If the CONSULTANT'S duties, obligations and responsibilities are materially changed by amendment to this Agreement after execution of this Agreement, compensation due to the CONSULTANT shall be equitably adjusted, either upward or downward.
- (B) As a condition precedent for any payment due under this Agreement, the CONSULTANT shall submit monthly, unless otherwise agreed in writing by the COUNTY, a proper invoice to COUNTY requesting payment for services properly rendered and due hereunder. The CONSULTANT'S invoice shall describe with reasonable particularity the service rendered. The CONSULTANT'S invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought at the COUNTY may require
- (C) The CONSULTANT will be required to submit a detailed FEE SCHEDULE with each invoice for COUNTY approval.

### 7.3 REIMBURSABLE EXPENSES

*Reimbursable expenses shall not be included in this contract.* Non-reimbursable expenses include but are not limited to; travel, lodging, food, mileage, parking, and printing.

### 7.4 BUDGET

**7.4.1** The CONSULTANT may not be entitled to receive, and the COUNTY is not obligated to pay, any fees or expenses in excess of the amount budgeted for this contract in each fiscal year (October 1 - September 30) by COUNTY'S Board of County Commissioners. The budgeted amount may only be modified by an affirmative act of the COUNTY'S Board of County Commissioners.

- 7.4.2** The COUNTY'S performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board County Commissioners and the approval of the Board members at the time of contract initiation and its duration.

## ARTICLE VIII INSURANCE

- 8.1** The CONSULTANT shall obtain insurance as specified and maintain the required insurance at all times that this Agreement is in effect. Professional Liability Insurance shall also be maintained as specified. In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the CONSULTANT'S failure to \_\_\_\_\_ or maintain the required insurance, the CONSULTANT shall indemnify the COUNTY from any and all increased expenses resulting from such delay.
- 8.2** The coverage provided herein shall be provided by an insurer with an A.M. Best Rating of VI or better, that is licensed to do business in the State of Florida and that has an agent for service of process within the State of Florida. The insurance certificate shall contain an endorsement providing thirty (30) days notice to the COUNTY prior to any cancellation of said coverage. Said coverage shall be written by an insurer acceptable to the COUNTY and shall be in a form acceptable to the
- 8.3** CONSULTANT shall obtain and maintain the following policies:
- A. Workers' Compensation insurance as required by the State of Florida.
  - B. Employer's Liability Insurance with limits of Five Hundred Thousand Dollars (\$500,000) per Accident, Five Hundred Thousand Dollars (\$500,000) Disease, policy limits, Five Hundred Thousand Dollars (\$500,000) Disease each employee.
  - C. Comprehensive business automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, hired or non-owned vehicles, with Three Hundred Thousand Dollars (\$300,000.00) combined single limit and Three Hundred Thousand Dollars (\$300,000.00) annual aggregate.
  - D. Commercial general liability covering claims for injuries to members of the public or damage to property of others arising out of any covered act or omission of the CONSULTANT or any of its employees, agents or subcontractors or subconsultants, including Premises and/or Operations, Independent Contractors; Broad Form Property Damage and a Contractual Liability Endorsement with Five Hundred Thousand Dollars (\$500,000) per occurrence and annual aggregate.

- E. Professional liability insurance of Five Hundred Thousand Dollars (\$500,000.00) per claim and One Million Dollars (\$1,000,000.00) annual aggregate. If the policy is a “claims made” policy, CONSULTANT shall maintain coverage or purchase a “tail” to cover claims made after completion of the project to cover the statutory time limits in Chapter 95 of the Florida Statutes.
- F. COUNTY shall be named as an additional insured with respect to CONSULTANT’S liabilities hereunder in insurance coverage identified in Paragraphs C and D.
- G. CONSULTANT shall require its subconsultants to be adequately insured at least to the limits prescribed above, and to any increased limits of CONSULTANT if so required by COUNTY during the term of this Agreement. COUNTY will not pay for increased limits of insurance for subconsultants.
- H. CONSULTANT shall provide to the COUNTY certificates of insurance or a copy of all insurance policies including naming the COUNTY as an additional insured by Section 12.1.3 including any subsection thereunder. The COUNTY reserves the right to require a certified copy of such policies upon request.

## ARTICLE IX MISCELLANEOUS

### 9.1 SECTION HEADINGS

Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

### 9.2 OWNERSHIP OF THE PROJECT DOCUMENTS

The documents prepared by the CONSULTANT for this Project shall become the property of the COUNTY upon payment in whole and in part of sums due consultant and may be reproduced and copied without acknowledgement or permission of the CONSULTANT.

### 9.3 SUCCESSORS AND ASSIGNS

The CONSULTANT shall not assign its right hereunder, except its right to payment, shall it delegate any of its duties hereunder without the written consent of the COUNTY. Subject to the provisions of the immediately preceding

sentence, each party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other party.

#### 9.4 NO THIRD PARTY BENEFICIARIES

Nothing contained herein shall create any relationship, contractual or otherwise, with or any rights in favor of, any third party.

#### 9.5 TERMINATION

Either party hereto may terminate this Agreement upon giving seven (7) days written notice to the other in the event that such other party substantially fails to perform its material obligations set forth herein. The COUNTY may terminate this Agreement without cause upon giving seven (7) days written notice to the CONSULTANT. If the COUNTY utilizes this provision, the termination shall supersede any obligation under paragraph 9.15. Termination expenses shall be paid and shall include all expenses until date of termination and any additional services required in order to stop performance of services, subject to audit for verification.

#### 9.6 CONTRACT DOCUMENTS

This contract consists of this Agreement, the CONSULTANT'S response to the Request for Qualifications for Space Planning/ Facilities Assessment Report, Taylor County, Florida, the documents referred to in the Agreement as a part of this Agreement, and attachments. **(list attachments/appendices)** In the event of any conflict between any of the contract documents, the one imposing the greater burden on the CONSULTANT will control.

#### 9.7 PUBLIC ENTITIES CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on contracts 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 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 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on convicted vendor list.

By signing this Agreement, CONSULTANT represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this section shall result in termination of this Agreement and recovery all monies paid hereto, and may result in debarment from COUNTY'S competitive procurement activities.

In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it or any subconsultant has committed an act defined by Section 287.133, Florida Statutes, as a “public entity crime” and that it has not been formally charged with committing an act defined as a “public entity crime” regardless of the amount of money involved or whether CONUSULTANT has been placed on the convicted vendor list.

CONSULTANT will promptly notify the COUNTY if it or any subcontractor or subconsultant is formally charged with an act defined as a “public entity crime” or has been placed on the convicted vendor list.

## **9.8 MAINTENANCE OF RECORDS**

CONSULTANT shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or its authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by the OWNER or County Clerk determines that monies paid to CONSULTANT pursuant to this Agreement were spent for purposes not authorized by this Agreement, the CONSULTANT shall repay the monies together with interest calculated pursuant to Sec. 55.03, of the Florida Statutes, running from the date the monies were paid by the COUNTY.

## **9.9 GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, COUNTY and CONSULTANT agree that venue shall lie in Taylor County, Florida, in the appropriate court or before the appropriate administrative body. The Parties waive their rights to a trial by jury. The COUNTY and CONSULTANT agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

## **9.10 SEVERABILITY**

If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and

each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The COUNTY and CONSULTANT agree to reform the Agreement to replace any stricken provision with a valid provision that come as close as possible to the intent of the stricken provision.

#### **9.11 ATTORNEY'S FEES AND COSTS**

The COUNTY and CONSULTANT agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs, as an award against the non-prevailing party, and shall include reasonable attorney's fees and courts costs, in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Taylor County. The OWNER and CONSULTANT agree that nothing in this Agreement obligates them to Arbitration, and they agree to Mediation of disputes instead of Arbitration.

#### **9.12 BINDING EFFECT**

The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the COUNTY and CONSULTANT and their respective legal representatives, successors, and assigns.

#### **9.13 AUTHORITY**

Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

#### **9.14 CLAIMS FOR FEDERAL OR STATE AID**

N/A.

#### **9.15 ADJUDICATION OF DISPUTES OR DISAGREEMENTS**

OWNER and CONSULTANT agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 15 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties,

then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.

## 9.16 COOPERATION

In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, OWNER and CONSULTANT agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. COUNTY and CONSULTANT specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

## 9.17 NONDISCRIMINATION

CONSULTANT and OWNER agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. CONSULTANT or OWNER agrees to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Taylor County Code Chapter 13, Article VI, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.



#### **9.18 COVENANT OF NO INTEREST**

CONSULTANT and OWNER covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

#### **9.19 CODE OF ETHICS**

OWNER agrees that officers and employees of the COUNTY recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

#### **9.20 NO SOLICITATION/PAYMENT**

The CONSULTANT and OWNER warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the CONSULTANT agrees that the COUNTY shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

#### **9.21 PUBLIC ACCESS.**

The CONSULTANT and OWNER shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONSULTANT and OWNER in connection with this Agreement; and the OWNER shall have the right to unilaterally cancel Agreement upon violation of this provision by CONSULTANT.

#### **9.22 NON-WAIVER OF IMMUNITY**

Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the CONSULTANT and the COUNTY in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of

immunity to the extent of liability coverage, nor shall any contract entered into by the COUNTY be required to contain any provision for waiver.

### **9.23 PRIVILEGES AND IMMUNITIES**

All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the COUNTY, when performing their respective functions under this Agreement within the territorial limits of the COUNTY shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the COUNTY.

### **9.24 LEGAL OBLIGATIONS AND RESPONSIBILITIES**

Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the COUNTY, except to extent permitted by the Florida constitution, state statute, and case law.

### **9.25 NON-RELIANCE BY NON-PARTIES**

No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the CONSULTANT and the OWNER agree that neither the CONSULTANT nor the OWNER or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

### **9.26 ATTESTATIONS AND TRUTH IN NEGOTIATION**

CONSULTANT agrees to execute such documents as OWNER may reasonably require, including a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement. Signature of this Agreement by CONSULTANT shall act as the execution of a truth in negotiation certificate stating that wage rates and other factual unit costs supporting the compensation pursuant to the Agreement are accurate,

complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the agency determines the contract price was increased due to inaccurate, incomplete, or concurrent wage rates and other factual unit costs. All such adjustments must be made within one year following the end of the Agreement.

#### **9.27 NO PERSONAL LIABILITY**

No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Taylor County in his or her individual capacity, and no member, officer, agent or employee of Taylor County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

#### **9.28 EXECUTION IN COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative on the day and year first above written.

(SEAL)

**BOARD OF COUNTY  
COMISSIONERS  
COMMISSIONERS OF  
TAYLOR COUNTY, FLORIDA**

Attest: Annie Mae Murphy, Clerk

By:

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

Clerk

Jody DeVane, Chairman

(Seal)

Attest:

Witness for CONSULTANT

CONSULTANT

Sign:

Sign: \_\_\_\_\_

Print:

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

Title:

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

Date:

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

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

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. \_\_\_\_\_  
for \_\_\_\_\_
2. This sworn statement is submitted by \_\_\_\_\_  
(Name of entity submitting sworn statement)  
Whose business address is \_\_\_\_\_  
\_\_\_\_\_ and  
(if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_,  
(If entity has no FEIN, include the Social Security Number of the individual signing this sworn  
statement: \_\_\_\_\_.)
3. My name is \_\_\_\_\_ and my relationship to the entity  
named above is \_\_\_\_\_.
4. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means 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 or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means 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 or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - A. A predecessor or successor of a person convicted of a public entity crime: or
  - B. 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. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a “person” as defined in Paragraph 287.133(1)(g)€ Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of

Taylor County Request for Qualifications for Development of Space Planning/Facilities Assessment Report

goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of the entity, nor affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)

\_\_\_\_\_ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing office of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_,  
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this \_\_\_\_\_

day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_