



**REQUEST FOR PROPOSALS (RFP) FOR LEGAL SERVICES
RFP 24-05**

RFP ADVERTISE DATE: Thursday, June 27, 2024

RFP RELEASE DATE: Thursday, June 27, 2024

RESPONSES DUE DATE AND TIME: Wednesday, July 31, 2024 11:00 AM EST

MAIL OR DELIVER RESPONSES TO:

Gadsden County Board of County Commissioners
ATTN: RFP 24-05
Office of Purchasing
5-B E. Jefferson Street
Quincy, FL 32351

Contact:

Vivian R. Howard, Purchasing and Contracts Coordinator
Gadsden County Purchasing Office
5-B East Jefferson Street, Room 204
Quincy, FL 32351
(850) 875-7243

vhoward@gadsdencountyfl.gov with copy to: procurement@gadsdencountyfl.gov

<https://www.gadsdencountyfl.gov/home>
[Bids & RFPs | Gadsden County, FL \(gadsdencountyfl.gov\)](#)

TABLE OF CONTENTS

INTENT AND GENERAL INFORMATION

SECTION 1.0 SCHEDULE OF EVENTS

SECTION 2.0 CONE OF SILENCE

SECTION 3.0 SCOPE OF WORK

SECTION 4.0 PROPOSAL RESPONSE REQUIREMENTS

SECTION 5.0 PROPOSAL OPENING

SECTION 6.0 EVALUTION OF PROPOSALS AND SELECTION PROCESS

SECTION 7.0 INTENT TO AWARD AND CONTRACT EXECUTION

SECTION 8.0 STANDARD TERMS AND CONDITIONS (STAC)

APPENDICES

- A. Legal Advertisement
- B. Draft Contract Agreement

ATTACHMENTS (AS SEPARATE DOCUMENTS)

1. INSTRUCTIONS TO PROPOSERS AND PROPOSAL CONSTRUCTION
2. FORMS

RFP 24-05 Legal Services

INTENT AND GENERAL INFORMATION

The Gadsden County Board of County Commissioners (Board), is soliciting proposals from qualified law firms or individuals (the "Proposer") with the required experience and capability to perform and provide the provision of Legal Services needed and required by the Board, the County Administrator and various Gadsden County departments.

Proposers interested in preparing a response for this RFP must complete the requirements set forth in this RFP, its attached documents and documents incorporated by reference (collectively referred to as the "RFP"). Under the proposal process of Gadsden County, the conditions set forth herein are binding on the Proposer as confirmed by the signature of a person with legal authority to bind the Proposer on the cover letter transmitting its Proposal to the County in response to this RFP.

If this RFP is amended, the County Purchasing Office will issue an appropriate addendum to the RFP and post to the County's website: <https://gadsdencountyfl.prod.govaccess.org/business/find-a-document/documents/bids-rfps> If an addendum is issued, all terms and conditions of this RFP that are not specifically modified in the addendum shall remain unchanged. An addendum to this RFP will be issued if any of the dates and/or times change. Specific dates/time will be determined at each phase.

It is understood and the Proposer hereby agrees to be solely responsible for obtaining all materials and determining the best methods that will be utilized to meet the intent of the specifications of this RFP. Failure by the Proposer to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing the Work. Proposers are expected to examine the specifications and all instructions pertaining to the required commodities/services. Failure to do so will be at the Proposer's own risk.

The County reserves the right to reject any Proposal found to be non-responsive, vague, or non-conforming. The County also reserves the right at any time to withdraw all or part of this RFP in order to protect its best interests. The County is not liable for any costs incurred by the Proposer in preparing its response, nor is a response an offer to contract with any Proposer. Pursuant to Chapter 119, Florida Statutes (FS), all responses are subject to Florida's public records laws.

While every effort is made to ensure the accuracy and completeness of information in the RFP, it is recognized that the information may not be complete in every detail and that all work may not be expressly mentioned in the RFP. It is the responsibility of the Proposer to include in its Proposal all pertinent information in accordance with the objectives of the RFP.

SECTION 1.0 SCHEDULE OF EVENTS

Failure to comply with this or any other paragraph of this RFP shall be sufficient reason for rejection of the Proposal.

All times listed in the Schedule of Events are Eastern Standard Time (EST).

<i>Event</i>	<i>Date/Time</i>
Proposal Advertisement Date	Thursday, June 27, 2024
Release of Request for Proposals	Thursday, June 27, 2024
Questions Due from Prospective Bidder	Wednesday, July 10, 2024
Responses to questions due and posted to Webpage	Wednesday, July 17, 2024
PROPOSALS DUE	WEDNESDAY, JULY 31, 2024 2 11:00 AM EST

RFP 24-05 Legal Services

Oral Presentations to the Board of County Commissioners	TBD
Posting of Notice of Intent to Award	TBD
Board Consideration of Intended Award	TBD
Posting of Notice of Award	TBD

- 1.1. All inquiries and questions concerning this RFP must be in writing (e-mail is acceptable), received in accordance with Section 1.0 Schedule of Events, and must be directed to the County Procurement Office, Attn: Vivian R. Howard at 5-B E. Jefferson, Street, Quincy, FL, or email to: procurement@gadsdencountyfl.gov
- 1.2. Questions and responses will be posted on the County's Website at <https://www.gadsdencountyfl.gov/business/find-a-document/documents/bids-rfps> and, if necessary, an Addendum or Addenda will be issued and posted to the County's website: <https://www.gadsdencountyfl.gov/business/find-a-document/documents/bids-rfps>
- 1.3. Respondents will be notified of the County's desire to enter additional discussions and/or schedule oral presentations. The Schedule of Events will be amended as appropriate to reflect such.

SECTION 2.0 CONE OF SILENCE

- 2.1. A Cone of Silence will be in effect for this RFP beginning with the advertisement date indicated in Section 1. Schedule of Events and will terminate upon issuance of the Notice of Award.
- 2.2. A violation of the "Cone of Silence" renders any award voidable at the sole discretion of the County Administrator with approval from the Board of County Commissioners and may subject the potential Respondent/Consultant or representative to debarment.
- 2.3. The prospective Proposer shall not have any communication with any County officers, agents, or employees regarding this RFP or project. No interpretation of the meaning of the plans, specifications or RFP shall be made to a Proposer orally. Any such oral or other interpretations or clarifications shall be without legal effect.
- 2.4. All requests for interpretations or clarifications shall be in writing, addressed to the contact person as shown in Section 1.0, Schedule of Events. All such requests for interpretations or clarifications must be received in writing in accordance with Section 1.0, Schedule of Events. Any and all such interpretations and supplemental instructions shall be in the form of a written addendum which, if issued, shall be posted on the County's website on the date indicated in Section 1.0, Schedule of Events. Such written addenda shall be binding on the Proposer and shall become a part of the RFP Document(s).

SECTION 3.0 SCOPE OF WORK (SOW)

3.1 General

The County is seeking proposals from qualified and experienced law firms or individuals **with no less than five (5) continuous years as a State of Florida law firm with a focus on local**

RFP 24-05 Legal Services

government laws, programs and operations to provide robust, comprehensive legal services to the Board, the County Administrator and various County departments.

Proposers are expected to be familiar with and understand laws, regulations, and policies governing and affecting local County government. Experience with local governments is preferred.

The successful Proposer will be expected to begin providing the full provision of needed and requested legal services immediately upon the Board approval of a contract.

3.2 Legal Services

The following legal services are required, but are not limited to:

A. Board of County Commissioners'

1. The **Board's authority, roles, responsibilities and liability** pursuant to the Florida Constitution and federal and state laws, and the adoption and enforcement of resolutions, ordinances and policies and procedures in accordance with such laws.
2. Interpretation, research, guidance and representation in all matters related to **compliance with federal, state and local laws, rules regulations and policy.**
3. **Liability**, representation, guidance and interpretations in all matters relating to the liability of the Board, a public elected official and/or the County for any and all actions and decisions.
4. **General tort liability** guidance, opinions and representation.
5. **Litigation and Appellate Matters**, provide guidance, research, opinions and represent the Board and County in all matters of litigation or advise the County when special counsel is recommended or needed, unless otherwise handled by the County's insurance provider.
6. **Training** provided annual training to the Board on Florida's Sunshine Law, Ethics and the Board's statutory authority, roles and responsibilities and those of other constitutional offices as may be applicable.
7. Provide legal guidance and opinions to the Board and Board members regarding Board and County business as applicable and appropriate.

B. Contracts, Agreements, Memorandums of Understanding; Inter-local Agreements and Task Orders (i.e., Legal Documents): legal services to be provided includes but is not limited to negotiating and drafting new legal documents; review of existing legal documents, interpretations and guidance on existing legal documents; assistance to staff in the drafting and review of legal documents; explaining legal documents to the Board and responding to questions; negotiating revisions to existing legal documents and drafting such amendments, and, any and all other legal matters and services related to the drafting, review, enforcement, legality, approval, revisions, terminations, actions against contractors for default or breach, etc.

C. Grant Awards: review of grant awards and agenda items presented to the Board accepting awards; legal guidance on implementing grant awards and participation on calls with granting agencies as needed or required; procurement and compliance with the grant awards; representing the Board in any adverse audit findings; and any and all other legal matters and services related to grant awards.

RFP 24-05 Legal Services

- D. Growth Management, Planning Commission, Comprehensive Plan Amendments, and Code Enforcement, includes but is not limited to attending all Planning Commission meetings; reviewing agenda items coming before the Planning Commission and the Board; providing recommendations and guidance for land use and/or comprehensive plan amendments, variances, special exceptions, conditional usages, building permits, etc.; providing review and guidance on code enforcement violations; assisting with drafting and/or reviewing development agreements and orders; interpreting laws and assisting in implementation of new laws; and providing guidance in any and all other legal matters related to this area.
- E. Ordinances, Resolutions, Policies and Procedures (i.e., Local Laws), provide guidance and legal services on Local Laws such as opinions and recommendations for new or revised Local Laws, drafting of new Local Laws; guidance and assistance to staff with drafting new or revising existing Local Laws, and any and all other legal matters and services related to Local Laws.
- F. Public Meetings and Records, provide guidance on matters related to Florida's public records and meetings law as well as federal laws, including but not limited to the review and guidance on public records request; public meeting requirements and exemptions; retention, storage and disposal of public records; provide Board training on the Florida Sunshine law; and any and all other legal matters and services related to public meetings and records.
- G. Human Resources, all matters related to the County's Human Resource program to include but not limited to, employment law and practices; EEOC; personnel and human relations; labor relations; employee contracts; union contracts; FMLA; ADA; Workers' compensation; employee benefits; employee benefit trust; employee disciplinary actions or terminations; and any and all other legal matters and services related to human resources and personnel management.
- H. Procurement, all matters related to the County's Procurement program to include but not limited to review and guidance on competitive procurements documents; bond and insurance requirements; procurement decisions and actions; leases and contracts resulting from a procurement; procurements with grant funding; compliance requirements with County Procurement Policy and federal and state laws; protest; and, any and all other legal matters and services related to County procurements.
- I. Real Estate, all matters related to real estate to include but not limited to the sale, lease or rent of County owned property; the purchase, lease or rent of private or public owned property; and all other legal matters and services related to real estate matters.
- J. Legislation, Case Law and Attorney General Opinions: Review and research new and proposed legislation and/or case law and/or Attorney General Opinions when requested or needed, and advise the County on how either legislation, case law or AG opinions affects the County and provide legal guidance and opinions on implementation and/or compliance. Keep the Board and County Administrator informed of legislation or judicial opinions that have a potential impact on the County.
- K. Bond and Debt Service Matters, provide legal research, services and guidance in matters related to bonds and debt service matters.
- L. Tourism Development Council (TDC) Includes but is not limited to attending all TDC quarterly board meetings, workshops and special meetings to conduct TDC business; reviewing agenda

RFP 24-05 Legal Services

items coming before the TDC and Board; providing recommendations and guidance on TDC legal matters; interpreting laws and assisting in the implementation of new laws; and providing guidance in any and all other legal matters related to this area.

M. All other legal matters requiring legal opinions, research, interpretations, guidance or representation not otherwise referenced above.

3.3 Meetings and Workshops of the Board of County Commissioners

- A. Mandatory attendance is required at all Board meetings, workshops, special meetings, executive sessions and other meetings of the Board of County Commissioners.
- B. As the Board's Legal Counsel provide legal guidance and opinions at Board meetings as needed or as requested in all matters before the Board, including proper procedure and conduct in accordance with County Board policy, state laws and Roberts Rules of Order.
- C. Prior to meetings review all agenda items and documents and provide guidance on agenda items to the County Administrator should an item need revisions or other action prior to the meeting.
- D. Provide guidance, interpretations and opinions on agenda items as needed or requested by the Board at, before, during or after meetings.
- E. Ensure that motions made and approved are clear and concise, especially if the motion made or approved varies from that recommended in an agenda item.

3.4 Meetings of the Planning Commission

- A. Mandatory attendance is required at all Planning Commission meetings.
- B. As the Planning Commission's Legal Counsel provide legal guidance and opinions at meetings as needed or as requested in all matters before the Planning Commission, including proper procedure and conduct in accordance with County Board policy, state laws and Roberts Rules of Order.
- C. Review all agenda items and documents and provide guidance on agenda items and presentation before any meeting.
- D. Provide guidance, interpretations and opinions on agenda items as needed or requested by the Board at, before, during or after meetings.
- E. Ensure that motions made and approved are clear and concise, especially if the motion made or approved varies from that recommended in an agenda item.
- F. All Planning Commission meetings and agenda items will be coordinated with the Department of Growth Management.

3.5 Meetings of the TDC

- A. Mandatory attendance is required at all TDC quarterly meetings, workshops and special meetings.
- B. As the TDCs Legal Counsel provide legal guidance and opinions at meetings as needed or as requested in all matters before the TDC, including proper procedure and conduct in accordance with County Board Policy, state laws, and Roberts Rule of Order.
- C. Review all agenda items and documents and provide guidance on agenda items and

RFP 24-05 Legal Services

presentations before any meeting.

- D. Ensure that motions made and approved are clear and concise, especially if the motion made or approved varies from that recommended in an agenda item.
- E. All TDC meetings and agenda items will be coordinated with the TDC Director.

3.6 Office Hours and Availability

- A. The successful Proposer will maintain normal business hours Monday-Friday, 8:00 AM EST to 5:00 PM EST.
- B. The successful Proposer will be available after hours as requested or needed for meetings and special projects as well as calls from or meetings with Commissioners, the County Administrator, and staff.
- C. It is expected that the successful Proposer will have a presence in the County Administrative Office for at least 8 hours per week, or more as maybe needed for special projects. The County will provide office space.

3.7 Coordination with the County Administrator and Assistance to Staff

- A. The County Administrator is responsible for and has authority for the day-to-day operations and management of the County departments and employees and is the official liaison with the Board, unless otherwise determined by the Board, and all legal matters shall be coordinated with the County Administrator, unless otherwise determined by the Board.
- B. Provide assistance and coordinate with the applicable department head or staff for all matters addressed above.

3.8 Other

- A. The successful Proposer shall be responsible for coordinating with the prior law firm on receiving and storing all legal files related to County matters being held by the prior law firm. It is anticipated that the transfer of files will occur within 30 days of Board approval of a contract.
- B. Other required services include all clerical assistance, printing and duplication of documents.
- C. The County shall assign staff when available and appropriate to provide necessary assistance such as research of historical records, or other information needed to perform the provision of legal services to Gadsden County.
- D. The cost proposal should be inclusive of all cost to the Proposer to provide the full provision of legal services pursuant to this RFP. In the event that any costs for reimbursement are requested they shall be subject to County policies, shall be justified in writing as to the need with sufficient detail for a pre and post audit, and shall be approved by the County in advance of incurring such cost or they will not be reimbursed.

SECTION 4.0 PROPOSAL RESPONSE REQUIREMENTS

- 4.1 The County has established certain mandatory requirements that must be included as part of any response that are described in the document **“Instructions to Proposers and Proposal Construction”** hereby incorporated by reference and included as a separate document. The use

RFP 24-05 Legal Services

of the terms “shall,” “must,” or “will” (except to indicate simple futurity) in this RFP indicates a mandatory requirement or condition. The words “should” or “may” in this RFP indicate desirable attributes or conditions but are permissive in nature. Deviation from, or omission of, such a desirable feature will not by itself cause rejection of a Proposal.

- 4.2 Proposals not meeting all material requirements of this request, or which fail to provide all required information, documents, or materials such as request forms, bonds, etc., will be rejected as non-responsive. Material requirements of the Proposal are those set forth as mandatory, or without which an adequate analysis and comparison of replies is impossible, or those which affect the competitiveness of replies or the cost to the County. A Proposer whose Proposal, past performance, or current status does not reflect the capability, integrity or reliability to perform fully and in good faith the requirements of the Contract may be rejected as non-responsible.
- 4.3 The County reserves the right to determine which Proposals meet the material requirements of the RFP and which Proposals are responsible and/or responsive. Further, the Board of County Commissioners may reject any and all Proposals and seek new Proposals when it is in the best interest of the County to do so.

SECTION 5.0 PROPOSAL OPENING

- 5.1 All Proposals will be opened immediately following the date and time indicated in **Section 1.0, Schedule of Events, Proposals Due** or as modified by Addendum.

SECTION 6.0 EVALUATION OF PROPOSALS AND SELECTION PROCESS

- 6.1 Proposals submitted to this RFP that satisfy the required qualifications and are deemed to be submitted by responsive and responsible Proposers shall be ranked by the **Board of County Commissioners**.
- 6.2 The County reserves the right to reject any or all Proposals, including without limitation, nonconforming, nonresponsive, unbalanced or conditional Proposals. The County further reserves the right to reject the Proposal of any Proposer whom it finds, after reasonable inquiry and evaluation, to be non-responsive. The County also reserves the right to waive all informalities not involving price, time or changes in the Services and to negotiate contract terms with the Successful Proposer.
- 6.3 More than one Proposal for the same Services from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Proposer has an interest in more than one Proposal for the Services may be cause for disqualification of the Proposer and the rejection of all Proposals in which that Proposer has an interest.
- 6.4 The County may conduct such investigation as it deems necessary to establish the responsibility, qualifications, and financial ability of Proposers, proposed subcontractors, suppliers, individuals or entities to perform the Services in accordance with the Contract document.

RFP 24-05 Legal Services

6.5 In ranking Proposals, the Selection Committee shall evaluate the Proposals on the basis of the information provided by the Proposer and rank each Proposal for compliance with the qualifications of each Proposer and compliance with the mandatory requirements of the RFP. The County reserves the right to award more than one Proposer.

6.6 The selection committee will evaluate the Proposals that are responsive to the requirements of this RFP using the following weighted criteria listed in order of importance:

CRITERIA	Score
1. Qualifications and Relevant Experience of the Law Firm and Key Staff	25
2. Local Government Legal Experience	15
3. Understanding of the Services to be Provided and Implementation of Services	20
4. Ability to meet workload and time requirements.	10
5. Quality of References	10
6. Cost Proposal	10
7. Oral Presentations	20
TOTAL POSSIBLE POINTS	100*

6.7 The Board shall serve as the evaluation committee for this RFP. Staff shall review each proposal to determine if it is responsive and may contact references on behalf of the Board.

Staff will present an agenda item to the Board with a list of all responsive Proposers and based on Board direction staff will schedule a special meeting for each Board member to present their scoring sheet of each Proposal and conduct an interview with the selected firms, who will also be given time for a brief presentation. It is anticipated that at least one hour will be available for each proposer. Commissioners may revise their scoring of each proposer based on the oral presentation and interview. The special meeting will be subject to the RFP Section 8.13 of the RFP, or other applicable laws.

Staff will collect all scoring sheets, tally all scores and present them to the Board at the end of the Special Meeting, or a subsequent meeting if so directed, at which time the Board will direct staff of their decision and next steps, i.e., additional meetings, issuance of the Notice of Intent to Award, etc. The RFP Section 1, Schedule of Events may be amended at each phase and any addendums posted to the County’s website.

SECTION 7.0 INTENT TO AWARD AND CONTRACT EXECUTION

7.1 The County reserves the right to incorporate the successful Proposal into the Contract. The failure of a Proposer to accept this obligation may result in the cancellation of the award.

7.2 The construction, interpretation, and performance of this RFP, and all transactions under it shall be governed by the laws of the State of Florida and Gadsden County. The Contract shall include all terms and conditions of this RFP, any addenda, response, and the County’s contract issued as a result of this RFP.

RFP 24-05 Legal Services

- 7.3 The County reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof. The County reserves the right to reject any and all Proposals or to waive any minor irregularity or technicality in the Proposals received. The County reserves the right to award to one or multiple Proposers at its discretion.
- 7.4 The Successful Proposer will be required to assume responsibility for all services offered in the Proposal. The County will consider the Successful Proposer to be the sole point of contact with regard to contractual matters, including payment on any or all charges.
- 7.5 After successful posting of the **Notice of Intent** to award for 72 hours, and approval of the Board of the recommended award, the Successful Proposer will be required to enter into the Contract with the County.

SECTION 8.0 STANDARD TERMS AND CONDITIONS (STAC)

- 8.1 Definitions
- 8.2 Issuance of Addenda
- 8.3 Florida Public Records Law and Confidentiality
- 8.4 Procurement Challenges
- 8.5 Requests for Clarification and Assistance
- 8.6 ADA – Special Accommodations
- 8.7 Proposer’s Responsibility
- 8.8 Indemnification and Hold Harmless
- 8.9 Right of Rejection
- 8.10 Public Entity Crimes
- 8.11 Small Minority and Business-Owned Enterprise
- 8.12 Equal Employment Opportunity/Affirmative Action
- 8.13 Exemption of Meetings/Presentations
- 8.14 Drug Free Workplace
- 8.15 Conflicts of Interest
- 8.16 Non-Collusion
- 8.17 Ethical Business Practices
- 8.18 Subcontracting
- 8.19 Withdrawal or Modification of Proposals
- 8.20 Status of Contractor
- 8.21 Registered to Do Business in the State of Florida
- 8.22 Debarment and Suspension
- 8.23 Employment Eligibility Verification
- 8.24 Construction and Venue
- 8.25 Order of Precedence
- 8.26 Contract
- 8.27 Term of the Contract and Termination
- 8.28 Insurance Requirements and Bond Requirements
- 8.29 Non-Appropriation of Funds

8.1 Definitions

RFP 24-05 Legal Services

General terms used throughout this RFP are provided below. Additional definitions may be provided as applicable to a specific section or subject matter.

Award means the determination of a successful Proposer(s) in response to this RFP, resulting in an offer of a Contract to perform the services pursuant to the RFP and their Proposal.

County means the Gadsden County Board of County Commissioners (BOCC) and its employees.

Contract means the legally enforceable document agreed to and signed by the County and successful Proposer(s) (collectively referred to as the "Parties"), a draft Contract is attached hereto as Appendix B and incorporated herein.

Contractor refers to a successful Proposer who shall enter into a Contract with the County.

RFP means this document, its attachments and any document hereinafter incorporated by reference.

Proposer means any firm, individual or organization submitting a Proposal in response to this RFP.

Successful Proposer means a Proposer who is Awarded a Contract as result of the Proposal submitted in response to this RFP.

Work or **SOW** means the scope of work and/or services.

8.2 **Issuance of Addenda**

If this RFP is amended, the County will issue an appropriate addendum to the RFP. If an addendum is issued, all terms and conditions that are not specifically modified shall remain unchanged.

8.3 **Florida Public Records Law and Confidentiality**

8.3.1 By submitting a Proposal in response to this RFP, a Proposer acknowledges that the County is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Proposer further acknowledges that any materials or documents provided to the County may be "public records" and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by Law.

8.3.2 Should the Proposer provide the County with any materials which it believes, in good faith, contain information that would be exempt from disclosure or copying under Florida Law; the Proposer shall indicate that belief by typing or printing, in bold letters, the phrase:

"PROPRIETARY INFORMATION" on the face of each affected page of such materials. The Proposer shall submit to the County both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a Proposer fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.

8.3.3 Should any person request to examine or copy any material so designated and provided the affected Proposer has otherwise fully complied with this provision, the County, in reliance on the representations of the Proposer, will produce for that person only the redacted version of the affected materials. If the person requests to examine or copy the complete version of the affected

RFP 24-05 Legal Services

reached at 1-800-955-8771 (TDD). The Purchasing Office telephone number is: 850-875-723 or 850-627-4053.

8.7 Proposer's Responsibility

- 8.7.1 It is understood and the Proposer hereby agrees to be solely responsible for obtaining all materials and determining the best methods that will be utilized to meet the intent of the specifications of this RFP.
- 8.7.2 Failure by the Proposer to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing the work.
- 8.7.3 Proposers are expected to examine the specifications and all instructions pertaining to the required commodities/services. Failure to do so will be at the Proposer's risk.

8.8 Indemnification and Hold Harmless (Form 4)

- 8.8.1 The Proposer agrees to indemnify and hold the County harmless for any and all claims, liability, losses and causes of action that may arise out of its fulfillment of the Contract. It agrees to pay all claims and losses, including related court costs and reasonable attorneys' fees, and shall defend all suits filed due to the negligent acts, errors, or omissions of the Proposer employees and/or agents.
- 8.8.2 In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the Proposer's failure to purchase or maintain the required insurance, the Proposer shall indemnify the County from any and all increased expenses from such delay.
- 8.8.3 The first ten dollars (\$10.00) of remuneration paid to the Proposer is for the indemnification provided above.

8.9 Right of Rejection

The County reserves the right to reject any and all Proposals or to waive informalities and negotiate with the apparent lowest, responsive, qualified, and responsible Proposer. Furthermore, the County reserves the right to withdraw this RFP at any time prior to final award and execution of a Contract. The County is not liable for any costs incurred by a Proposer prior to full execution of the Contract.

8.10 Public Entity Crimes (Form 5)

As required by section 287.133 (2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal or contract to provide any goods or services to a public entity, may not submit a proposal or contract with a public entity for the construction or repair of a public building or a public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with a public entity in excess of the threshold amount provided in section 287.107, Florida Statutes for CATEGORY TWO (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list. Any person must notify the County within 30 days after a conviction of a public entity crime applicable to

that person or to an affiliate of that person.

8.11 Small, Minority and Woman-Owned Business Enterprise

Certification as a minority business enterprise for the purpose of this RFP is defined by the Florida Small and Minority Business Assistance Act. Proposers certified by the State of Florida should include a copy of the certification with their Proposal.

8.12 Equal Employment Opportunity/Affirmative Action (Form 6)

8.12.1 The County certifies that it is an Equal Employment Opportunity/Affirmative Action employer and that it will not discriminate during the selection process on the basis of religion, sex, sexual orientation, gender identify, familial status, race, color, national origin, or handicap status.

8.12.2 Any business submitting a Proposal in response is required to be an Equal Employment Opportunity/Affirmative Action employer and must require the same of any subcontractors hired under pursuant to the RFP. Each Proposer will sign and submit with its Proposal an Equal Employment Opportunity/Affirmative Action Statement.

8.13 Exemption of Meetings/Presentations

Pursuant to section 286.0113(2), Fla. Stat. (2011), 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 part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from public meeting requirements. However, the County must make a complete recording of any portion of an exempt meeting and no portion of the exempt meeting may be held off the record. The recording of, and any records presented at, the exempt meeting are exempt from the public records law of section 119.07(1), Fla. Stat. (2011) and section 24(a), Art. I of the State Constitution, until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, submittals, or final replies, whichever occurs earlier. If the County rejects all bids, submittals, or replies and concurrently provides notice of its intent to reissue a competitive solicitation, the recording and any records presented at the exempt meeting remain exempt from section 119.07(1), Fla. Stat. (2011) and section 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial agency notice rejecting all bids, submittals, or replies.

8.14 Drug Free Workplace (Form 7)

8.14.1 The County certifies that it is a Drug Free Workplace.

8.14.2 Each Proposer shall be required to sign and submit with its Proposal an Affidavit certifying that the Proposer complies with regulations related to a drug-free workplace as defined in section 287.087, Florida Statutes.

8.14.3 Preference shall be given to Proposers with drug-free workplace programs. In order to have a drug-free workplace program, a Proposer shall:

8.14.4 Publish a statement notifying employees that the unlawful manufacture, distribution,

RFP 24-05 Legal Services

dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

- 8.14.5 Inform employees about the dangers of drug abuse in the workplace, the businesses' policy of maintaining a drug-free workplace, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
- 8.14.6 Give each employee engaged in providing the commodities or contractual services that are under this RFP a copy of the statement specified in subsection (a) above.
- 8.14.7 In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under this RFP, the employee will abide by the terms of the statement and will notify the employee of any conviction of, a plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or any controlled substance of the United States or any state, for violation occurring in the work place no later than five (5) days after such conviction.
- 8.14.8 Impose a sanction, on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 8.14.9 Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

8.15 Conflicts of Interest (Form 8)

An award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose with its proposal whether any officer, director, employee, or agent is also an officer or an employee of the County.

8.16 Non-Collusion (Form 9)

Each Proposer is required to sign and have notarized by a Florida Notary a "Non-collusion Affidavit."

8.17 Ethical Business Practices (Form 10)

- 8.17.1 The County reserves the right to deny an award or immediately suspend any contract resulting from this RFP or proposal, pending final determination of charges of unethical business practices. At its sole discretion, the County may deny award or cancel the Contract if it determines that unethical business practices were involved.
- 8.17.2 **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 RFP or proposal thereof.
- 8.17.3 **Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made

RFP 24-05 Legal Services

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.

8.17.4 A Proposer is required to certify an Ethics Clause and submit with its Proposal.

8.18 Subcontracting (Form 11)

8.18.1 Firms submitting a Proposal may consider subcontracting portions of the services to be performed and/or provided. If this is to be done, that fact, and the name of the proposed subcontracting firm(s), must be clearly identified in the Proposal and the Contract.

8.18.2 Following the execution of the Contract, no additional subcontracting will be allowed without the express prior written approval of the County.

8.18.3 All subcontractors shall be held to the same requirements, terms and conditions of this document, its attachments, any documents incorporated by reference and the executed Contract.

8.18.4 A Proposer must list any proposed subcontractors with addresses, contact information and services to be provided and submit with its Proposal.

8.19 Withdrawal or Modification of Proposals

A Proposal may be withdrawn or modified only by written notification from the Proposer **prior** to the time fixed for the opening of proposals. Negligence on the part of the Proposer in preparing the proposal confers no right for withdrawal or modification of the proposal after it has been opened.

8.20 Status Of Contractor

The Proposer shall, at all times relevant to a contract as a result of this RFP, be an independent contractor and in no event shall the Proposer, nor any employees or sub- contractors under it, be considered to be employees of the County.

8.21 Registered to Do Business in the State of Florida

A Proposer seeking to do business with the County shall, at the time of submitting a proposal, be registered with the Department of State in accordance with the provisions of Chapter 605, 607, 608, 617 and/or 620 Florida Statutes; similarly, partnerships seeking to do business with the County shall, at the time of submitting a proposal, have complied with the applicable provision of Chapter 620, Florida Statutes. For further information on required filing and forms, please go to the following sites <http://sunbiz.org/index.html> or <http://www.dos.state.fl.us/doc/index.html> The Proposer shall be licensed to do business in the State of Florida and the Proposer and employees assigned to the Contract shall hold all necessary and required professional licenses and certificates to perform required services.

8.22 Debarment and Suspension (Form 12)

Proposers are required to certify that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental agency.

8.23 Employment Eligibility Verification (Form 13)

8.23.1 The successful Proposer shall use the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the Proposer during the Contract term and shall expressly require same of subcontractors.

8.23.2 The successful Proposer agrees to maintain records of its participation, proof of verification of employees hired to provide services pursuant to this RFP and Contract, and compliance with the provisions of the E-verify program, including participation by its subcontractors as provided above, and to make sure that such records are available to the County or other authorized federal or state entity consistent with the terms of this RFP and Contract.

8.24 Venue

Venue for all actions arising under the RFP and subsequent Contract shall lie in Gadsden County, Florida, United States.

8.25 Construction

The validity, construction, and effect of this RFP and subsequent Contract shall be governed by the Laws of the State of Florida.

8.26 Order of Precedence

The provisions of the RFP, successful firm's proposal and subsequent Contract shall be complied with by the Parties, but only to the extent they are consistent with the provision of the RFP and Contract. In the event of an inconsistency between the provisions of the RFP or Contract hereto, the Order of Precedence shall be followed:

- A. Federal Laws
- B. Laws of Florida
- C. Any applicable grant award agreements
- D. RFP and all of its addendums and attachments.
- E. Successful firm's proposal.

8.27 Term of the Contract and Termination

8.27.1 The term of the Contract shall begin no sooner than the later of the dates executed by both Parties and shall be effective for three (3) consecutive years.

8.27.2 The Contract may be extended by written agreement for three (3) additional one (1) year terms. The extension shall be exercised only if all prices, terms, and conditions remain the same and approval is granted by the BoCC. However, the County reserves the right to re-negotiate all extensions and rates based on current market conditions.

8.27.3 The County may terminate the Contract without cause immediately upon certified presentation of written notice. Presentation can be by certified mail (return receipt requested) or signed, hand delivered receipt from a process server (private or Sheriff's Deputy).

8.28 Insurance Requirements (See Appendix B and Form 14)

8.28.1 Prior to commencing Services, the Proposer(s) shall procure and maintain at its own cost and expense for the duration of the Contract insurance against claims for injuries to person or

damages to property, which may arise from or in connection with the performance of the work or Services hereunder by the Proposer, his agents, representatives, employees, or subcontractors. Specific insurance requirements are set forth in the Contract terms and conditions incorporated into this ITB as Appendix B

8.28.2 **Verification of Coverage (Form 14)**

The proposer shall furnish the County with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. *The certificates and endorsements are to be received and approved by the County before the Services commence.*

8.28.3 **Subcontractors**

The Proposer shall include each of its subcontractors as insured under the policies of insurance required herein.

8.29 **Non-Appropriation of Funds**

In the event no funds or insufficient funds are appropriated and budgeted by the County or are otherwise unavailable for fulfilling the requirements of the Contract, the obligations of the County shall terminate on the last day of the fiscal period for which appropriations are received, without penalty or expense to the County of any kind whatsoever. County will immediately notify the Contractor or its assignee of such occurrence. In the event of such termination, the County agrees to peaceably surrender possession of the equipment to the Contractor or its assignee on the date of such termination to the extent that such equipment has not been paid for by the County. The Contractor will be responsible for packing all equipment and any freight charges.

The County will not cancel if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the equipment or other equipment performing similar functions for the current fiscal period in which the termination occurs or the next succeeding fiscal period thereafter and that it will not, during the funding period, give priority to other functionally similar equipment or services.

The Contractor shall covenant and agree to indemnify and hold County harmless against any loss, damage liability, cost, penalty or expense, including attorney's fees, which it is not otherwise agreed to by the County in the equipment Contract and which is incurred and arises upon a failure of the County to appropriate funds in the manner described herein for a continuation of the Contract or exercise of the option to purchase the equipment.



**LEGAL ADVERTISEMENT
GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS**

**RFP 24-05 - Legal Services
ADVERTISEMENT BEGIN DATE: Thursday, June 27, 2024
RELEASE DATE: Thursday, June 24, 2024
PROPOSALS DUE TO BOCC: WEDNESDAY, JULY 31, 11:00 AM EST**

Sealed proposals will be received at the office of the Board of County Commissioners, Purchasing Office, 9-B East Jefferson Street, Quincy, FL 32351 until **MONDAY, JULY 31, 2024 @ 11:00 AM** local time, at which time the proposals will be opened and read aloud. Proposals received after said time will be returned unopened.

The principal features of this procurement by the County are known as: **Legal Services**. The specifications of the procurement are stated in the **RFP 24-05**.

The **RFP** and any addendum issued will be posted on the County's website at www.gadsdencountyfl.gov or can be obtained by contacting the County's Procurement Office at Procurement@gadsdencountyfl.gov.

A person or affiliate who has been placed on the Convicted Respondent list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for a period of 36 months from the date of being placed on the Convicted Respondent list.

The Gadsden County Board of County Commissioners reserves the right to waive informalities in any bid; reject any or all proposals, in whole or in part; re-bid a project, in whole or in part; and to accept a proposal that in its judgment is the lowest and best bid of a responsible bidder with all decisions being made based upon what Gadsden County believes to be the best interests of its ratepayers, in the reasonable exercise of its discretion. Gadsden County further reserves the right to increase or decrease quantities as may be required to meet the needs of Gadsden County, at the unit price which was bid.

- **Gadsden County does not discriminate on the basis of race, color, national origin, sex, religion, age, marital status and disability/handicapped status in employment or provision of service.**
- **Gadsden County is an Equal Opportunity Employer**
- **MBE/WBE businesses are encouraged to participate**
- **Gadsden County strictly enforces open and fair competition**

ADA - Special Accommodations: Any person requiring accommodation by the County due to a disability should call the Purchasing Office at (850) 875-7243 or (850) 627-4053 at least five (5) business days prior to any pre-response conference, response opening, or meeting. If you are hearing or speech impaired, please contact the County Purchasing Office by the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

THIS AGREEMENT entered into this _____ day of _____, 2024, between the Gadsden County Board of County Commissioners (the “Board”), a political subdivision of the State of Florida, by and through The Gadsden County Board of County Commissioners, situated at 9-B East Jefferson Street, Quincy, FL 32351 hereinafter referred to as COUNTY, and ___ a _____, headquartered at _____, hereinafter referred to as CONTRACTOR, and whose Federal Employer Identification Number is _____.

WHEREAS, COUNTY requires certain professional services in connection with the ongoing provision of _____; and

WHEREAS, COUNTY issued RFP # _____ on _____ seeking interested firms for the provision of _____, which is included by reference as to the scope of services/work contained therein; and

WHEREAS, CONTRACTOR was selected pursuant to this RFP # _____, which response is hereby incorporated herein by reference, and represents it is capable and prepared to provide such Services.

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

1.0 Term, Renewals, and Amendments.

1.1 This Agreement shall take effect on the date of its execution by the Chairman of Board of County Commissioners.

1.2 The term of this Agreement shall commence on _____ and continue until _____, unless otherwise terminated as provided herein.

1.3 **[INSERT ANY RENEWALS]**

1.4 Any amendments to this Agreement shall be agreed to by both Parties, in writing, and signed by both Parties.

2.0 Scope of Services/Work, Performance Schedule.

2.1 **CONTRACTOR shall perform the following services: [to be inserted post award-contract negotiation - scope of services/work, performance schedule as applicable post]**

2.2 CONTRACTOR shall also perform additional services as may be further specifically designated and authorized by the COUNTY, in writing. Such authorizations for additional services will be outlined in a Supplemental Agreement (“SA”) and all provisions of this Agreement apply to the SA with full force and effect as if appearing in full within each SA. Each SA will set forth a specific Scope of Services, maximum limit of compensation, schedule, liquidated damages, and completion date,

and shall become effective upon the due execution after approval by the Board.

2.3 The CONTRACTOR is not authorized to provide services or materials to the COUNTY or undertake any project or work provided for in this Agreement prior to the COUNTY having first issued a Purchase Order ("PO") or Notice to Proceed. CONTRACTOR recognizes that the COUNTY may employ several different CONTRACTORs to perform the work described and that the CONTRACTOR has not been employed as the exclusive agent to perform any such services.

2.4 When the CONTRACTOR and the COUNTY enter into an SA where the term of the SA expires on a date that is later than the date that this Agreement expires, the CONTRACTOR and the COUNTY agree that the terms of this Agreement and any amendments, attachments or provisions thereof are automatically extended until the expiration or full completion of the requirements of the SA have been performed. Cancellation by the COUNTY of any remaining work prior to the full completion of the requirements of the SA shall cause the terms of this Agreement to terminate at the same time. This provision only applies when the expiration of the SA extends beyond the expiration of this Agreement. It does not apply when a SA expires or is cancelled prior to the expiration of this Agreement.

3.0 Compensation.

3.1 General.

3.1.1 COUNTY shall pay CONTRACTOR in accordance with the following Project Fee schedule: [insert fee schedule].

3.1.2 Invoices must reference the applicable Contract and PO number and should further include CONTRACTOR's name, address, contact information, dates of service, quantities of materials and descriptions of work performed, as applicable.

3.1.3 Each individual invoice shall be due and payable thirty (30) days after receipt by the COUNTY of the correct, fully documented, invoice, in form and substance satisfactory to the COUNTY with all appropriate cost substantiations attached. All invoices shall be delivered to:

Laurel Bradley, Special Projects Director
Office of the County Administrator
9-B, Jefferson Street, Quincy, FL 32351
LBradley@GadsdenCountyFL.gov

3.1.4 In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "Final Invoice" on the CONTRACTOR's final/last billing to the COUNTY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONTRACTOR.

3.1.5 Payment of the final invoice shall not constitute evidence of the COUNTY's acceptance of the work. For final acceptance of any services provided hereunder, the CONTRACTOR will submit an acceptance document to the COUNTY for approval.

3.1.6 If compensation is based upon time and materials, invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. If compensation is based upon a lump sum price, invoices shall be accompanied by tasks and percentage of work. Additional documents may be requested by COUNTY and, if so requested, shall be furnished by CONTRACTOR to County satisfaction.

3.2 Reimbursables

3.2.1 All requests for payment of "out-of-pocket" expenses, IF ALLOWED, shall be expressly approved in writing by the County, and if any, shall include copies of paid receipts, invoices or other documentation acceptable to the County. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Services/Work described in this Agreement.

~~3.2.2~~ Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with this Agreement (including any applicable SA).

3.2.3 Should any travel be approved by the County in advance of any travel taking place, it shall be approved and reimbursed in accordance with Section 112.061, F.S., and COUNTY policy for pre-approved out-of-county travel (excluding travel from home offices located outside of Gadsden County).

3.2.4 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the COUNTY upon completion of the work for which the asset was utilized. All such assets must be surrendered by delivery to the County Administrator's offices upon demand, termination of the Agreement, or the conclusion of the project, whichever occurs first.

3.2.5 CONTRACTOR shall maintain a current inventory of all such assets.

4.0 Insurance

4.1 General Provisions

4.1.1 CONTRACTOR shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below and provide the COUNTY with a Certificate of Insurance and an opportunity to inspect a certified copy of each policy applicable to this Agreement followed thereafter by an

annual Certificate of Insurance satisfactory to the COUNTY to evidence such coverage before any work commences. Such certificates will provide that there shall be no termination, non-renewal, modification, or expiration of such coverage without thirty (30) days prior written notice to the COUNTY.

4.1.2 The COUNTY shall be named as an additional insured on all CONTRACTOR policies related to the project, excluding professional liability and worker's compensation. The policies shall contain a waiver of subrogation in favor of Gadsden County. All such policies shall be endorsed to provide defense coverage obligations. All insurance coverage shall be written with an insurer having an A.M. Best Rating of a least the "A" category and size category of VIII.

4.1.3 The CONTRACTOR's self-insured retention or deductible per line of coverage shall not exceed \$10,000.00 without the permission of the COUNTY.

4.1.4 If there is any failure by the CONTRACTOR to comply with the provisions of this section, the COUNTY may, at its option, on notice to the CONTRACTOR, suspend the work for cause until there is full compliance.

4.1.5 COUNTY may, at its sole discretion, purchase such insurance at CONTRACTOR's expense provided that the COUNTY shall have no obligation to do so and if the COUNTY shall do so, it shall not relieve CONTRACTOR of its obligation to obtain insurance.

4.1.6 The CONTRACTOR shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverages.

4.1.7 All CONTRACTOR's sub-contractors shall be required to include COUNTY and CONTRACTOR as additional insured on their General Liability Insurance policies.

4.1.8 In the event that subcontractors used by the CONTRACTOR do not have insurance, or do not meet the insurance limits, CONTRACTOR shall indemnify and hold harmless the COUNTY for any claim in excess of the subcontractors' insurance coverage.

4.1.9 The CONTRACTOR shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the COUNTY.

[LIMITS AND TYPES SPECIFIED BELOW MAY VARY
DEPENDING ON THE CONTRACT AND NEED TO COME FROM RISK
MANAGEMENT]

4.2 Comprehensive Automobile Liability Insurance. In the event CONTRACTOR travels in furtherance of the performance of the services required in this Agreement, CONTRACTOR shall obtain comprehensive automobile liability insurance with

\$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles, as appropriate.

4.3 Commercial General Liability. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence.

4.4 Umbrella (Excess) Liability Insurance. Umbrella Liability with limits of not less than \$1,000,000.00, exclusive of defense costs, to be in excess of all other coverages. Such coverage shall be at least as broad as the primary coverages above, with any excess umbrella layers written on a strict following form basis over the primary coverage. All such policies shall be endorsed to provide defense coverage obligations.

4.5 Professional Liability Insurance. \$1,000,000.00 for design errors and omissions, exclusive of defense costs. CONTRACTOR shall be required to provide continuing Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed. Insurance requirements may vary depending on projects as determined by the County Director of Risk Management and Insurance. The COUNTY may require the CONTRACTOR to provide a higher level of coverage for a specific project and time frame.

4.6 Performance, Payment and Other Bonds. CONTRACTOR shall furnish Performance and Payment Bonds specific to each project **if required and agreed** to under the CONTRACTOR Service Agreement for the project.

4.7 Workers' Compensation. The CONTRACTOR shall provide, pay for, and maintain workers' compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

5 0 Standard of Care.

5.1 CONTRACTOR has represented to the COUNTY that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.

5.2 CONTRACTOR shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.

5.3 CONTRACTOR shall, at no additional cost to COUNTY, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.

5.4 The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the professional standards in the field.

6 0 Indemnification.

6.1 General. Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, COUNTY and CONTRACTOR agree to allocate such liabilities in accordance with this Section.

6.1.2 CONTRACTOR shall indemnify, defend (by counsel reasonably acceptable to COUNTY) protect and hold COUNTY, and its officers, employees and agents, free and harmless from and against any and all, including, but not limited to, any claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses and expenses (including, without limitation, attorney's fees and costs during negotiation, through litigation and all appeals therefrom), or death of or injury to any person or damage to any property whatsoever, arising out of or resulting from (i) the failure of CONTRACTOR to comply with applicable non-conflicting laws, rules or regulations, (ii) the breach by CONTRACTOR of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of CONTRACTOR's performance of this Agreement, or (iv) the negligent act, errors or omissions, or intentional or willful misconduct, of CONTRACTOR, its sub- CONTRACTORS, agents, employees and invitees; provided, however, that CONTRACTOR shall not be obligated to defend or indemnify the COUNTY with respect to any such claims or damages arising solely out of the COUNTY's negligence.

6.1.3 COUNTY review, comment and observation of the CONTRACTOR's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

6.1.4 CONTRACTOR agrees that it bears sole legal responsibility for its work and work product, and the work and work product of subcontractors and their employees, and/or for CONTRACTOR's performance of this Agreement and its work product(s).

6.2 Survival. Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Agreement shall survive as if the Agreement were in full force and effect.

7 0 Independent Contractor

7.1 CONTRACTOR undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

7.2 COUNTY shall have no right to supervise the methods used, but COUNTY shall have the right to observe such performance.

7.3 CONTRACTOR shall work closely with COUNTY in performing

Services under this Agreement.

7.4 The CONTRACTOR shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and shall have no right to speak for or bind the COUNTY in any manner.

7.5 CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

8.0 Authority to Practice. The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

9.0 Compliance with Laws. In performance of the Services, CONTRACTOR will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

10.0 Subcontracting.

10.1 The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

10.2 If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY. Failure of a subcontractor to timely or properly perform its obligations shall not relieve CONTRACTOR of its obligations hereunder.

11.0 Federal and State Taxes. The COUNTY is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the COUNTY will provide an exemption certificate to CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the COUNTY, nor shall the CONTRACTOR be authorized to use the COUNTY's Tax Exemption Number in securing such materials.

12.0 Public Entity Crimes. The CONTRACTOR understands and acknowledges that this Agreement with the COUNTY will be void, in the event the conditions under Section 287.133, Florida Statutes applies to the CONTRACTOR, relating to conviction for a public entity crime.

13.0 COUNTY's Responsibilities. COUNTY shall be responsible for providing information in the COUNTY's possession that may reasonably be required by CONTRACTOR, including; existing reports, studies, financial information, and other required data that are available in the files

of the COUNTY.

14.0 Termination of Agreement.

14.1 This Agreement may be terminated by the CONTRACTOR upon thirty (30) days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of the Agreement through no fault of the CONTRACTOR. [THIS MAY BE MODIFIED DEPENDING ON THE CONTRACT]

14.2 This Agreement may be terminated by the COUNTY with or without cause immediately upon written notice to the CONTRACTOR.

14.3 Unless the CONTRACTOR is in breach of this Agreement, the CONTRACTOR shall be paid for services rendered to the COUNTY's satisfaction through the date of termination.

14.4 After receipt of a Termination Notice and except as otherwise directed by the COUNTY, the CONTRACTOR shall:

14.4.1 Stop work on the date and to the extent specified.

14.4.2 Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

14.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the COUNTY.

14.4.4 Continue and complete all parts of the work that have not been terminated.

14.5 The CONTRACTOR shall be paid for services actually rendered to the date of termination.

15.0 Uncontrollable Forces (Force Majeure).

15.1 Neither the COUNTY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

15.2 Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch.

15.3 The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other party describing the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this Agreement.

16.0 Governing Law and Venue. This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Gadsden County, Florida or the United States District Court, Northern District of Florida located in Leon County, Florida.

17.0 Non-Discrimination. The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

18.0 Waiver. A waiver by either COUNTY or CONTRACTOR of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

19.0 Severability.

19.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

19.2 Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

19.3 The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

19.4 The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

20.0 Entirety of Agreement.

20.1 The COUNTY and the CONTRACTOR agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein.

20.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the COUNTY and CONTRACTOR pertaining to the Services, whether written or oral.

20.3 None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

21.0 Modification. The Agreement may not be modified unless such modifications are evidenced in writing signed by both COUNTY and CONTRACTOR. Such modifications shall be in the form of a written Amendment executed by both parties.

22.0 Successors and Assigns.

22.1 COUNTY and CONTRACTOR each binds itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

22.2 CONTRACTOR shall not assign this Agreement without the express written approval of the COUNTY by executed amendment.

22.3 In the event of a merger, the surviving corporation shall be substituted for the contracting party to this agreement and such substitution shall be affirmed by the Gadsden County Board of County Commissioners by executed amendment.

23.0 Contingent Fees. The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR 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 bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

24.0 Truth-In-Negotiation Certificate

24.1 Execution of this Agreement by the CONTRACTOR shall act as the execution of a Truth-in-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

24.2 The said rates and costs shall be adjusted to exclude any significant sums

should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete, or noncurrent wage rates or due to inaccurate representations of fees paid to outside contractors. The COUNTY shall exercise its rights under this "Certificate" within one (1) year following payment.

25.0 Ownership of Documents.

25.1 CONTRACTOR shall be required to cooperate with the COUNTY and other CONTRACTORS relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the COUNTY for its use and/or distribution as may be deemed appropriate by the COUNTY. CONTRACTOR is not liable for any damages, injury or costs associated with the COUNTY use or distribution of these documents for purposes other than those originally intended by CONTRACTOR.

25.2 CONTRACTOR shall comply with public records laws embodied in chapter 119, Florida Statutes, and specifically shall:

25.2.1. Keep and maintain public records required by the COUNTY in order to perform the Scope of Services described herein.

25.2.2. Upon request from the County provide the COUNTY with any requested public records or allow the requested records to be inspected or copied within a reasonable time by the COUNTY.

25.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term, and thereafter if the CONTRACTOR does not transfer all records to the COUNTY.

25.2.4. Transfer, at no cost, to COUNTY all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY, in a format that is compatible with the information technology systems of the COUNTY. If the CONTRACTOR keeps and maintains public records upon the conclusion of this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records that would apply to the COUNTY.

25.2.5. If CONTRACTOR does not comply with a public records request, the COUNTY shall treat that omission as breach of this Agreement and enforce the contract provisions accordingly. Additionally, if the CONTRACTOR fails to provide records when requested, the CONTRACTOR may be subject to penalties under section 119.10, Florida Statutes and reasonable costs of enforcement, including attorney fees.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE

APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-875-8671, MEDIA@GADSDENCOUNTYFL.GOV, AND 9-B E. JEFFERSON STREET, QUINCY, FL 32351.

26.0 Access and Audits.

26.1 CONTRACTOR shall maintain adequate records to justify all charges and costs incurred in performing the work for at least five (5) years after completion of this Agreement, or longer as may be required by law in the event of audits, law suites, etc. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the CONTRACTOR's place of business.

26.2 Misrepresentations of billable time or reimbursable expenses as determined by the County or Auditor to the Gadsden County Board of County Commissioners shall result in the recovery of any resulting overpayments. The COUNTY's cost of recovery shall be the sole expense of the CONTRACTOR, including accounting and legal fees, court costs and administrative expenses.

26.3 Intentional misrepresentations of billable hours and reimbursable expenses will be criminally prosecuted to the fullest extent of the law.

26.4 All invoices submitted are subject to audit and demand for refund of overpayment up to three (3) years following completion of all services related to this Agreement.

27.0 Notice.

27.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by Federal-Express or by Certified Mail, postage prepaid as follows:

As to County: [TO COME]

As to CONTRACTOR: [TO COME]

27.2 Notices shall be effective when received at the addresses specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m., or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

27.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONTRACTOR and COUNTY.

28.0 Service of Process.

As to County: Chairman of the Board of County Commissioners
Gadsden County
Florida
9-B E. Jefferson
Street Quincy,
Florida 32351

As to CONTRACTOR: [TO COME]

29.0 Contract Administration

29.1 Services of CONTRACTOR shall be under the general direction of the Gadsden County County Administrator, or their successor, who shall act as the COUNTY's representative during the term of the Agreement.

30.0 Key Personnel

30.1 CONTRACTOR shall notify COUNTY in the event of key personnel changes, which might affect this Agreement. To the extent possible, notification shall be made within ten (10) days prior to changes. CONTRACTOR at COUNTY's request shall remove without consequence to the COUNTY any subcontractor or employee of the CONTRACTOR and replace him/her with another employee having the required skill and experience. COUNTY has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Name: _____

Name: _____

31.0 Appropriations.

31.1 CONTRACTOR acknowledges that the COUNTY, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any

agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the COUNTY's performance and obligation to pay under this agreement is contingent upon annual appropriation.

32.0 Liquidated Damages. The parties hereto agree that liquidated damages will be assessed against the CONTRACTOR for CONTRACTOR's failure to meet the final deliverable date in the performance schedule in Section 2.0 of this Agreement at a rate of ___per day.
Delete if Not Applicable

33.0 Grant Conditions. – NOT APPLICABLE

34.0 Scrutinized Companies. Contractor certifies that it is not ineligible to submit a bid or proposal for, or enter into a contract or renewal thereof, with any local government entity as a result of the application of Section 287.135, Fla. Stat. In addition, Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List, is not on the Scrutinized Companies with Activities in the Iran Petroleum Sector List, and does not have business operations in Cuba or Syria, and is not participating in a boycott of Israel, as required by Section 287.135(5), Fla. Stat. In addition, Contractor understands that this reference allows for termination of this Agreement, at the option of the County, if Contractor is found to have submitted a false certification.

35.0 Attachments to the Contract
A. RFP 24-05 Legal Services
B. Contractor's Proposal

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

(Signature Page Follows)

