



LEVY COUNTY, FLORIDA

RFP_2021_004

REDISTRICTING CONSULTING SERVICES

LEVY COUNTY BOARD OF COUNTY COMMISSIONERS

PROCUREMENT DEPARTMENT

P.O. BOX 310

310 SCHOOL STREET

BRONSON, FL 32621

PHONE: (352) 486-5218

FAX: (352) 486-5167

EMAIL: TRETHEWAY-ALI@LEVYCOUNTY.ORG

**BOARD OF COUNTY COMMISSIONERS
LEVY COUNTY, FLORIDA
RFP_2021_004
REDISTRICTING CONSULTING SERVICES**

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BOARD OF COUNTY COMMISSIONERS

Levy County, Florida

REQUEST FOR PROPOSALS

RFP_2021_004

ADVERTISEMENT

Notice is hereby given the Levy County, Florida will be receiving sealed proposals via e-bidding at www.DemandStar.com, for

REQUEST FOR PROPOSALS

RFP_2021_004

REDISTRICTING CONSULTING SERVICES

The intent of the County is to enter into an agreement with an experienced and qualified professional individual or firm to provide redistricting consulting services to Levy County as described in detail in the Request for Proposal documents.

REQUEST FOR PROPOSALS DUE DATE: XX:XX P.M., EST, XX/XX/XXXX

PROCUREMENT DEPARTMENT

BOARD OF COUNTY COMMISSIONERS

OF LEVY COUNTY FLORIDA

P.O. BOX 310

310 SCHOOL STREET

BRONSON, FL 32621

Documents can be obtained by contacting the Procurement Coordinator of Levy County, Florida at (352) 486-5218, or online through the DemandStar system by Onvia at www.DemandStar.com. If you have any questions, please call Alicia Tretheway, Procurement Coordinator, at (352) 486-5218.

Gainesville Sun

Date(s): XX/XX/XX, XX/XX/XX

**Levy County
Board of County Commissioners
310 School Street
Bronson, Florida 32621
(352) 486-5218**

STATEMENT OF NON-SUBMITTAL

If you **do not** intend to submit a response to the Request for Proposals, please return this form to the above address immediately or fax to (352) 486-5167. If this statement is not completed and returned, your company may be deleted from the Levy County list for this service.

We the undersigned have declined to submit a response on the **REQUEST FOR PROPOSALS FOR REDISTRICTING CONSULTING SERVICES** for the following reason(s):

- Insufficient time to respond to the Request for Proposals.
- We do not offer this service.
- Our schedule would not permit us to perform.
- Unable to meet bond/insurance requirements.
- Unable to meet proposal specifications or scope of anticipated services.
- Specifications are unclear (explain below).
- Remove us from your vendors' list for this service.
- Other (specify below).

Remarks: _____

Company Name: _____

Signature: _____

Telephone: _____ Date: _____

REQUEST FOR PROPOSAL

RFP_2021_004

FOR

REDISTRICTING CONSULTING SERVICES

PART I GENERAL INSTRUCTIONS

RP-01 PURPOSE:

- A. INTENT OF RFP:** It is the intent of Levy County (herein “the County”) with issuance of this Request for Proposals (“RFP”) to select an experienced and qualified individual or firm that clearly demonstrates the highest level of ability to provide redistricting consulting services (herein sometimes the “Project” or “project”) for the County. This RFP is issued by the County to provide potential proposers with information, guidelines and rules to prepare and submit a proposal. Any submittal must satisfy all criteria established in the RFP to qualify for evaluation.
- B. ELIGIBILITY:** To be eligible to respond to this RFP, the proposing individual or firm (herein “proposer”) must demonstrate that it, or the principals assigned to the Project have successfully completed services similar to those specified in the Scope of Services section of this RFP for at least three (3) governmental entities within the State of Florida.
- C. TIME AND DUE DATE:** The County will accept proposals through DemandStar platform from individuals, corporations, partnerships, and other legal entities authorized to conduct business in the State of Florida. Any proposal that is attempted to be submitted after the due date and time will not be accepted by the DemandStar platform and will not be considered. The County is not responsible for any delays in delivery or uploading on the DemandStar platform, or caused by any other occurrence. A proposer should give sufficient time to address any delivery or uploading issues when it schedules the submittal of its proposal.
- i. **Date of Distribution: XX/XX/XX**
 - ii. **Deadline for Questions: XX/XX/XX**
 - iii. **Final Addendum Posting: XX/XX/XX**
 - iv. **Proposals Due: XX/XX/XX, XX:XX P.M., EST**
 - v. **Shortlisted Firms Presentation/Discussions (if required): TBD**
 - vi. **County Commissioner Meeting for Approval of Recommendation of Award: TBD**
- D. BACKGROUND:** Every ten (10) years, following the release of decennial census data, the County is required to amend the Commission District boundaries in accordance with Article VIII, section 1, Florida Constitution, and Chapter 124, Fla. Stat., and other applicable law and rules. The Consultant will assist the Board of County Commissioners (hereinafter sometimes referred to as the “Board”) with the process. The purpose of this Project is to facilitate the County’s decennial redistricting process, consistent with current legal standards.

RP-02 CONTRACT AWARDS: The County anticipates entering into an agreement (sometimes referred to herein as “contract”) with one (1) proposer that submits the proposal judged to be the most advantageous to the County that can perform the requested services. The proposer who submits the proposal so judged and enters into an agreement with the County shall sometimes be referred to hereinafter as “Contractor.” The selected proposer shall be required to sign a formal agreement with the County. The form of the agreement to be used with a successful proposer is attached to this RFP. In

the event that the successful proposer does not execute an agreement, the County reserves the right to award the agreement with the next highest ranked proposer until an agreement can be reached or until the County elects not to enter into an agreement.

By submitting a proposal in response to the RFP, a proposer indicates its understanding that this RFP does not constitute an agreement or a contract between the proposer and the County. There is no contract or agreement between the proposer and the County until all proposals have been reviewed by the County and until a formal document of agreement is executed by the County and the selected proposer, if any.

RP-03 DEVELOPMENT COSTS: The County shall not be liable for any expense incurred in connection with the preparation of a response to this RFP. Proposers should prepare a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

RP-04 INQUIRIES AND ADDENDA: The County will not respond to oral or telephone inquiries. Proposers may submit written, faxed, or email inquiries regarding the RFP to the Procurement Coordinator, P.O. Box 310, 310 School Street, Bronson, Florida 32621; Fax number: (352) 486-5167; email: Tretheway-ali@levycounty.org. The County will respond to written, faxed or email inquiries if those inquiries are received at least five (5) working days prior to the RFP due date. Any proposer submitting a written inquiry is responsible for making sure that its inquiry reaches the County in time for a response.

The County will record its response to any inquiries. In the event any response to an inquiry requires supplemental instructions or clarification in the form of written addendum, such addendum will be created and will be sent to all proposers who were sent the RFP by the County. Any addenda will also be available on the County's on-line DemandStar system by Onvia. It shall be the responsibility of the proposer, prior to submitting a proposal, to contact the Procurement Department to determine if any addenda or other written response to inquiries were issued, acknowledging that the proposer has read any addenda in its proposal.

At the time of the opening of the proposals, each proposer will be presumed to have read and be thoroughly familiar with the provisions of this RFP, any addenda, and the Scope of Services (as described in this RFP) that will be required for the Project.

The County does not accept responsibility for the distribution of additional information that may not be received by a proposer for any reason. It is exclusively the responsibility of any interested parties/proposers to make certain they have received the RFP itself, and any materials distributed after the RFP is issued. Each proposer will be required to acknowledge the receipt of addenda as part of its proposal.

RP-05 PROPOSAL, SUBMITTAL AND WITHDRAWAL: Proposals are to have an introductory letter, typed on the applicable firm's letterhead, specifically referring to the Project and the Scope of Services. Proposals must contain all information, completed forms, and documentation.

The County has transitioned from accepting hard (paper) copy submittals to accepting electronic submittals through "E-Bidding" on the DemandStar platform, www.DemandStar.com. In order to submit a proposal in response to this solicitation the proposer must be registered with DemandStar.

A proposal containing all required documents and authorized signatures must be received on the DemandStar platform by XX:XX P.M. on XX/XX/XX. The proposer's complete proposal and all attachments should be uploaded in pdf format unless the RFP specifically states otherwise. The DemandStar platform will not accept late submittals of proposals. Modifications to or withdrawal of a proposal may be made up to the deadline. Modifications and withdrawals must be documented in the DemandStar platform in order to be recognized by the County. Proposals not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 120 days to provide the County the services set forth in this RFP, or until one of the proposals has been selected by the Board of County Commissioners pursuant to the provisions of the RFP, whichever is later.

Proposals shall contain all required forms and documentation and any information required pursuant to this RFP. Any revisions to any of the required forms may constitute disqualification of a proposal.

RP-06 PROFESSIONAL SERVICES COMMITTEE/PRESENTATION/INTERVIEWS: The Professional Services Committee will consist of the County Coordinator, County Planning Department Director, and the Administrative Coordinator of the County Road Department. The Professional Services Committee will review the proposals, and may conduct discussions with or may require presentations/interviews of no less than three (3) proposers (unless there are fewer than three proposals received) regarding their qualifications, approach to the Project, and ability to furnish the Scope of Services. The Professional Services Committee will develop a recommended ranking to present to the Board. The Board may approve the Professional Services Committee's proposed ranking and may authorize execution of an agreement with the highest ranked proposer based on the ranking. The Board, at its option, may choose to review the proposals or may choose to conduct discussions with or require presentation/interviews with whatever proposers the Board wishes, regarding their qualifications, approach to the Project, and ability to furnish the Scope of Services. If the Board opts to do its own review and/or discussions/presentations/interviews, the Board may then provide its own ranking of the proposals and authorize an agreement with the highest ranked proposer.

Neither the Professional Services Committee nor the Board will be required to conduct discussions, presentations or interviews with the proposers, and may make their determinations of ranking or award based on review of the proposals alone. The County shall not be responsible for any expenses incurred for discussions/presentations/interviews. Pursuant to section 286-0113(2), Fla. Stat., any portion of a meeting at which a vendor makes an oral presentation as part of a competitive solicitations, or at which a vendor answers questions as part of a competitive solicitation is exempt from public meeting requirements.

RP-07 PROPOSALS RESTRICTIONS/REQUIRED FORMS AND DOCUMENTATION:

- A. PAGES AND FORMAT:** Proposals will be restricted to a maximum of fifty (50) pages, excluding cover letters, photos, index, resumes, copies of licenses and corporation registrations, and proposal signatures and drug-free workplace forms, and other documentation/forms required by this RFP. Pages must be numbered sequentially by sections.
- B. REQUIRED FORMS AND DOCUMENTATION:** The following forms and documentation shall be submitted with the proposals:
 - i.** A concise statement of interest and introduction to the submittal shall be provided on firm letterhead, not to exceed two (2) pages.

- ii. Describe proposer's understanding of the Scope of Services described in this RFP, plus details of the proposer's approach to the Project.
 - 1. Describe the approach to the completing the tasks outlined in the Scope of services; and
 - 2. Proposers should include an implementation schedule with a final report delivery date and note key project milestones and timelines for deliverables and identify any assumptions used in developing the schedule.
- iii. List in detail the members of the project team and the expertise each will bring to the Project. The proposer should provide resumes for all their staff, contracted staff or sub-consultants. Explain the organizational structure of the firm and sub-consultants or any subsidiary company(ies) comprising the proposer's team. Proposers should provide evidence it has completed services similar to those specified in the Scope of Services section of this RFP for at least three (3) governmental entities within the State of Florida. Information provided for each client shall include the following:
 - 1. Client name, project manager name, address, telephone number and email address;
 - 2. Description of project or services; and
 - 3. Time period of the project or contract.
- iv. Proposers should provide a synopsis of their current workload and how it will or will not affect the Project. Additionally, proposers should provide information on other contracts for similar work the proposer has in place that may impact the performance related to this RFP.
- v. The following items should also be included:
 - 1. Completed Proposal Signature Form;
 - 2. Completed Fee Proposal (Attachment "A" to this RFP);
 - 3. Statement of proposer's financial stability, including information as to current or prior bankruptcy proceedings;
 - 4. Summary of any litigation filed against proposer in the past ten years which is related to the services the proposer provides in the regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amount involved;
 - 5. Evidence or statement of ability to provide required insurance coverages;
 - 6. If proposer is a corporation, copy of certification from Florida Secretary of State verifying proposer's corporate status and good standing and, if proposer is a non-Florida corporation, evidence of authority to do business in Florida;
 - 7. Statement of whether proposer is a minority business enterprise;
 - 8. Completed Drug-Free Workplace Form (recommended);
 - 9. Non-Collusion Affidavit;
 - 10. Conflict of Interest Disclosure Statement;
 - 11. Copies of any license or certification required to perform the services contemplated in this RFP;
 - 12. Completed W9;

13. Completed Vendor Information Sheet; and
14. Any other information that is required to be provided pursuant to this RFP and is applicable to proposer.

RP-08 DRUG FREE WORKPLACE: Levy County is a Drug Free Workplace. It is strongly suggested that the attached Drug Free Workplace Form be signed and returned to this office with the proposal.

RP-09 PUBLIC ENTITY CRIMES STATEMENT/NO COLLUSION/CONFLICTS/SCRUTINIZED COMPANIES/EXCLUSION:

- A. PUBLIC ENTITY CRIMES STATEMENT:** With submittal of a proposal in response to this RFP, a proposer certifies that it has not been placed on the convicted vendor list as described in Section 287.133(2)(a), Fla. Stat., as follows: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases or 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, Fla. Stat., for Category two, for a period of 36 months from the date of being placed on the convicted vendor list."
- B. NO COLLUSION:** With the submittal of a proposal in response to this RFP, a proposer certifies that he/she has not divulged, discussed or compared his/her/its competitive proposal with another proposer and has not colluded with any other proposer or party to this RFP whatsoever. Any proposer must execute the attached Non-Collusion Affidavit and submit it with the response to this RFP. If it is discovered that collusion exists among any proposer, the responses of all participants in such collusion will be rejected and no participants in collusion will be considered in future selection processes for the same work.
- C. CONFLICTS OF INTEREST:** The award of any agreement pursuant to this RFP is subject to the provisions of Chapter 112, Fla. Stat. All proposals must disclose the name of any officer, director or agent who is an employee of the County, or who is a relative of any of the Board of County Commissioners or any member of a selection committee for this RFP. Further, all proposals must disclose the name of any County employee who owns, directly or indirectly, any interest in the proposer's firm or any of its branches. A proposer is required to complete and submit the attached Conflict of Interest Disclosure Statement with its proposal.
- D. SCRUTINIZED COMPANIES AND OTHER PROHIBITED ENTITIES OR ACTIVITIES:** Any proposer that submits a proposal in response to this RFP certifies that 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., to such proposer. In addition, any proposer that submits a proposal under this RFP that may result in compensation of \$1,000,000 or more, if such proposer is the successful proposer in any contract awarded pursuant to this RFP, shall be deemed to have also submitted with such proposal a certification that the proposer 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 operation in Cuba or Syria, and is not participating in a boycott of Israel, as required by

Section 287.135(5), Fla. Stat. In addition, any contract that may be awarded pursuant to this RFP in the amount of \$1,000,000 or more, by this reference, allows for termination of such contract, at the option of the County, if the successful proposer/Contractor is found to have submitted a false certification with the submission of its proposal.

RP-10 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE: The County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and Regulations of the Department of Commerce issued pursuant to such Act, hereby notifies all proposer that it will affirmatively ensure that in any agreement entered into pursuant to this RFP, minority business enterprises will be afforded full opportunity to submit responses to this RFP and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

All proposers are hereby notified that the Contractor must and shall comply with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the American with Disabilities Act and the Florida Civil Rights Act, Levy County Resolution 2011-59, all as the same may be amended. Specifically, but not by way of limitation, by submitting a proposal, the Contractor agrees that:

- No person shall, on the grounds of race, color, sex, religion, age, disability, national origin, genetics or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service funded through an agreement entered into as a result of the RFP and the proposal submitted.
- Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin, genetics or marital status. Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause.
- Contractor will, in all solicitations or advertisements regarding program activities, services provided or application for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin, genetics or marital status.
- County may require Contractor to submit reports as may be necessary to indicated non-discrimination. County officials will be permitted access to Contractor's books, records, accounts and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws.

RP-11 COMPLIANCE WITH LAWS:

- A. The successful proposer/contractor shall comply with all federal, state, and local statutes, laws, ordinances, rules and regulations in the performance of its obligations under any agreement entered into as a result of this RFP.
- B. In addition to compliance with any other laws required by this RFP or any agreement entered into as a result of this RFP, the successful proposer/contractor shall comply with the public records laws of the State of Florida contained in Chapter 119, Fla. Stat., as the same may be amended. Failure to comply with the provisions of this subsection shall constitute a substantial failure to perform on the part of the successful proposer/contractor in accordance with the

terms of any agreement entered into as a result of this RFP. Specifically, but not by way of limitation, the successful proposer/contractor shall:

- i. Keep and maintain public records required by County to perform the service;
- ii. Upon request by County's custodian of public records, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirement are not disclosed except as authorized by law for the duration of the term of any agreement entered into as a result of this RFP and following completion of the services to be provided by the successful proposer/contractor under any such agreement if the successful proposer/contractor does not transfer the records to County; and
- iv. Upon completion of the services to be provided under any agreement entered into as a result of this RFP, transfer, at no cost, to County all public records in possession of the successful proposer/contractor or keep and maintain public records required by County to perform the services. If the successful proposer/contractor transfers all public records to County upon completion of the services, the successful proposer/contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the successful proposer/contractor keeps and maintains public records upon completion of the services, the successful proposer/contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology systems of County.

The definitions contained in Chapter 119, Fla. Stat., apply to terms used in this section unless alternate or more specific definitions for any such terms are provided in this RFP. For purposes of this RFP, the term "custodian of public records" shall mean the County Coordinator of County, or his/her designee.

IF THE SUCCESSFUL PROPOSER/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUCCESSFUL PROPOSER'S/CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

TELEPHONE: (352) 486-5218

EMAIL: LEVYBOCC@LEVYCOUNTY.ORG

MAILING ADDRESS: P.O. BOX 310, BRONSON, FL 32621

RP-12 RESERVED RIGHTS: The County reserves the right to accept or reject any and/or all proposals to this RFP, to accept all or any part of a proposal, to re-advertise this RFP, to postpone or cancel this RFP process, to change or modify the RFP schedule at any time, to waive irregularities and technicalities, and to request resubmission. Any sole response received may or may not be rejected by the County,

depending on available competition and timely needs of the County. The County shall be the sole judge of the proposals and the resulting agreement that is in its best interest, and its decision shall be final.

The County, in its sole discretion, may expand the Scope of Services described in this RFP to include additional requirements. The County reserve the right to investigate any proposer as it deems necessary to determine the ability of any proposer to perform the work or services requested. Any proposer, upon request, shall provide information the County deems necessary in order to make a determination.

RP-13 AGREEMENT TERM/CANCELLATION: The term for any agreement entered into between the County and a successful proposer shall commence upon final approval of the agreement by the Board of County Commissioners and shall continue until completion of the services set forth in the Scope of Services by the successful proposer and acceptance thereof by the County, unless otherwise terminated. In the event that additional services are requested of a successful proposer, the term of any agreement entered into between the Board and a successful proposer may be extended by an addendum to such agreement. The County shall have the right to unilaterally cancel, terminate or suspend any agreement entered into as a result of this RFP and proposals submitted thereto, in whole or in part, by providing the successful proposer thirty (30) days' written notice by certified mail of such termination.

RP-14 PERFORMANCE EVALUATION: At the end of any agreement entered into as a result of this RFP and the proposals, the County Department receiving the services from the Contractor may evaluate the Contractor's performance. This evaluation will become public record.

RP-15 INSURANCE REQUIREMENTS: Prior to entering into an agreement with the County, Contractor shall, at its sole cost and expense, procure and maintain throughout the term of the agreement, insurance policies in coverages and limits required below, or to the extent and in such amounts as required and authorized by Florida Law. In addition, for those policies that are allowed by law to carry an additional named insured, Contractor will provide declarations pages from policies or insurance policies (or other similar evidence) of insurance executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, listing coverages and limits, expirations dates, terms of policies and all endorsements, and shall include the RFP/Project Name, and naming "Levy County, a political subdivision of the State of Florida, its elected officials, officers, employees, agents, and volunteers," as a named, additional insured, as well as furnishing County with a certified copy, or copies, of said insurance policies. In addition, each policy required below shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverages or limits, written notice thereof shall be given to County. Any and all deductibles to any insurance policy shall be the responsibility of the Contractor. Said insurance coverages procured by Contractor as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to County, and that any other insurance, or self-insurance available to County shall be considered secondary to, or in excess of, the insurance coverage(s) procured by County as required herein.

Nothing herein shall be construed to extend County's liability beyond that provided in Section 768.28, Fla. Stat.

Coverages and limits for the insurance required herein shall be as follows:

- A. Worker's Compensation:** Coverage is to apply for employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.
- B. Public Liability Insurance:** Policy must include bodily injury and property damage, Combined Single Limits (CSL) of \$300,000 minimum.
- C. Commercial General Liability – Occurrence Form Required:** Contractor/Vendor shall maintain commercial general liability (CGL) insurance with a limit of not less than \$300,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/Project in the amount of \$600,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x,c,u) exposures, personal injury and advertising injury. Damage to rented premises shall be included at \$100,000.
- D. Commercial Automobile Liability Insurance:** Contractor/Vendor shall maintain automobile liability insurance with a limit of not less than \$300,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos.) The policy shall be endorsed to provide contractual liability coverage.

RP-16 INDEMNITY: A contractor that may enter into an agreement as a result of this RFP shall defend, indemnify and hold harmless County and all of County's elected officials, officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Contractor or its officers, agents or employees in performance or non-performance of its obligations under an agreement. Contractor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to County when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by County in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Contractor of its liability and obligation to defend, hold harmless and indemnify County as set forth in this provision.

Nothing herein shall be construed to extend County's liability beyond that provided in Section 768.28, Fla. Stat.

END OF PART I

PART II – SCOPE OF SERVICES

RP-17 PROJECT DESCRIPTION: The County is seeking an experienced and qualified individual or firm that clearly demonstrates the highest level of ability to provide redistricting consulting services for the County.

RP-18 MINIMUM QUALIFICATIONS: The proposer must satisfactorily demonstrate they meet the minimum qualifications listed below:

- A. Experience coordinating a detailed community outreach effort;
- B. Knowledge of Federal, State of Florida and Levy County redistricting criteria;
- C. Experience specific to the facilitation of redistricting efforts;
- D. Demonstrated proficiency and experience in the use of GIS software and ability to utilize redistricting software to accomplish the Scope of Services;
- E. Demonstrated experience specific to bloc voting analysis for compliance with applicable law;
- F. Knowledge of Census products as they relate to population and ethnicity; and
- G. Knowledge of local conditions and communities of interest in Levy County.

RP-19 SCOPE OF SERVICES: The proposer shall use 2020 decennial federal census data, and all work and proposal shall conform to applicable law. The proposer's responsibilities shall specifically include, but not be limited to the following:

1. **Public Meetings:** The proposer shall participate in redistricting meetings and discussions of appropriate boards or groups. Planned meetings would include a minimum of five (5) meetings or workshops before the Board and a minimum of three (3) meetings before the Board or committees thereof. The proposer's role in the anticipated meetings is as follows:
 - a. Conduct an initial kick-off session to describe the process and legal requirements, and discuss districting principles and planned community outreach.
 - b. Present results of community outreach, bloc voting analysis, and criterion used in map evaluation, including communication received from members of the public.
 - c. Present draft and final redistricting map proposals and public input to the Board thereof for consideration and approval of a final plan.
2. **Community Outreach:** The proposer also shall schedule, present and receive public input at community meetings located at various locations throughout the County. It is anticipated that five (5) total community meetings will be scheduled with one meeting held in each Commission District. The proposer's tasks are detailed as follows:
 - a. Conduct community outreach: Meet and explain the process with key community leaders in business and civic organization; determine community leaders; expectation, and seek suggestions about the process; and develop a mailing list of people and organizations suggested by key community leaders to notify and invite to participate in the process. The County will provide non-English speaking support for non-English speaker inquiries.
 - b. Prepare illustrative materials, maps, brochures, and advertising for public meetings, workshops, and outreach;
 - c. Coordinate with the County staff and Board on the preparation of public notices and media releases; and

- d. Provide a formal presentation on the scope, purpose, process, timelines, and legal issues. The proposer shall elicit input from the public and document input received.
3. **Redistricting Plans:** The proposer shall conduct performance tests to ensure compliance with Section 2 of the Voting Rights Act, including but not limited to testing for voting dilution and polarization. The proposer shall provide a minimum of four (4) draft redistricting plans for presentation to and review by the Board. The proposer shall prepare a final redistricting plan based upon comments and direction received from the County staff and the Board. The proposer shall issue a report with each of the draft redistricting plans and the final redistricting plan outlining the results of the voting analysis.
4. **The Proposer Shall:**
 - a. Obtain data necessary to complete the Scope of Services including, but not limited to, voting pattern information from the Levy County Supervisor of Elections.
 - b. The proposer shall provide and adhere to a detailed timeline for all requirements of this Scope of Services that allows for final adoption of the revised Commission District Boundaries by December 2021, taking into account all notice requirements for publication of such boundaries by the December 2021 deadline. The proposer shall provide the County with a bi-weekly report on the project status.
5. **Additional Services:** The following additional services may be required of the proposers, on an as needed basis. When required, the proposer will be provided a Task Order prior to initiating these additional services and provide a rate for such work as specified below:
 - a. **Expert Testimony:** The proposer shall provide an hourly rate for expert technical assistance to the County in the event any legal action arises relating to the redistricting process of plans developed with proposer's assistance. The proposer shall provide expert testimony and technical services, if necessary, in state and federal court in the area of redistricting.
 - b. **Additional Community Outreach Meetings:** The proposer shall provide an hourly rate for facilitating additional community outreach meetings beyond the five (5) meetings outlined in Section 2 of this Scope of Services. When requested, the proposer shall facilitate the requested meetings in accordance with Section 2 of the Scope of Services outlined above.
 - c. **Additional Meetings:** The proposer shall provide an hourly rate for meetings that are in addition to those outlined in other sections of the Scope of Services, such as meetings with individual or multiple members of the Board.
 - d. **Additional Redistricting Plans:** In addition to the four draft redistricting plans identified in Section 3 of this Scope of Services, the proposer shall provide a fixed fee for additional redistricting plans as may be requested by the County. When requested, the proposer shall prepare the additional redistricting plans in accordance with Section 3 of this Scope of Services outlined above.

END OF PART II

PART III – PROPOSAL FORMAT & EVALUATION

RP-21 RULES FOR PROPOSALS:

- A. The proposal must be from a firm or individual licensed or authorized to provide all the required services in the State of Florida. The proposal must name all persons or entities interested in the proposal as principals. The proposal must contain all the information required to be included in this RFP. Failure to accurately address required items as outline in this RFP may be reason to disqualify the proposal.
- B. Any questions regarding the Project or a proposal shall be directed to the Procurement Coordinator or her designated representative for a response. There shall not be any contact between a potential proposer, proposer, or a representative of either of them and any member of the Professional Services Committee or the Board regarding this RFP, the Project or a proposal. In the event of any such contact between a potential proposer, proposer, or representative of either of them, any proposal submitted by entity or its representative who made such contact may be disqualified from consideration.
- C. The Professional Services Committee will consider all responsive proposals based on a review of the proposals in light of the weighted criteria set out in RP-22. The Professional Services Committee will rank the proposals based on its review, in order of the highest score to the lowest score, 100 being the highest. The Professional Services Committee may conduct discussions with or may require presentations/interviews with the top three (3) highest ranked proposers (unless fewer than three proposals are received) and submit its final proposed ranking to the Board. The Professional Services Committee reserves the right to include in the proposed ranking as few of the proposals as it deems to be in the County's interest. The Board will consider the recommendation of the Professional Services Committee and may take that recommendation and authorize negotiation of an agreement with the successful proposer without further review of the proposals or without conducting its own presentations/interviews of the proposers. At its option, the Board may consider the proposals based on the Board's review of the proposals in light of the weighted criteria set out in RP-22 and separately rank the proposals based on its review, in order of the highest score to the lowest score, 100 being the highest. The Board may then conduct its own presentations/interviews with the top three (3) highest ranked proposers and then make the final ranking and decision. The Board reserves the right to conduct its ranking based on proposals alone and waive the presentations/interviews. The Board reserves the right to reject any proposal, or any part of a proposal, reject all proposals, to waive any irregularities in any proposals, and to award an agreement as deemed to be in the best interests of the County. The County shall be the sole judge as to the merits of a proposal and of any presentation/interview, and any agreement resulting from this RFP. The County's decisions in rankings and agreement award will be final.

RP-22 PROPOSAL FORMAT AND EVALUATION CRITERIA/METHOD: Each interested proposer's proposal shall not exceed fifty (50) pages and shall include all required forms and information. Pages must be numbered sequentially by section. In determining the overall quality and completeness of the proposal, document presentation, organization, and format will be taken into account. Proposals should be organized in the following format listing of criteria A. through E. If any particular criterion below is not applicable, or if the proposer has no information to provide in response to the criteria category, the

proposer shall indicate that it has no response to the particular criterion. The proposal shall be organized and presented in the following sequence and will include the following as a minimum:

- A. Tab 1 – Introductory Letter (Total Possible Points 20):** The proposer shall provide a letter, on letterhead, not exceeding two (2) pages, with will serve as an introductory letter, that includes a concise statement of interest in the project.
- B. Tab 2 – Project Understanding and Approach (Total Possible Points 20):** The proposer shall describe their understanding of the project scope and the requirements necessary for the proposer to complete the project. Proposer shall also provide a narrative explaining their approach to the project.
- C. Tab 3 – Project Team and Past Experience (Total Possible Points 20):** The proposer shall list in detail the members of their project team and the expertise each will bring to the project. The proposer shall provide resumes for all staff, contracted staff or sub-consultants. Proposers shall explain the organizational structure of the firm and sub-consultants or any subsidiary company's comprising the proposers team. Proposers shall provide a list of experience verifying it has completed services similar to those specified in the Scope of Services section of this RFP for at least three (3) governmental entities within the State of Florida. Information provided for each client shall include the following:
 - 1. Client name, project manager name, address, telephone number and email address;
 - 2. Description of project or services; and
 - 3. Time period of the project or contract.

Failure to provide complete and accurate client information, as specified herein, may result in disqualification of your proposal.

- D. Tab 4 – Location and Workload (Total Possible Points 20):** The proposer should describe how the location of the project team may benefit the County as it specifically relates to the completion of the project. Proposer shall provide a synopsis of the proposer's current workload and how it will or will not affect the project. Additionally, proposers shall provide information on other contracts for similar work the proposer has in place that may impact the performance of work related to this RFP.
- E. Tab 5 – Forms (Total Possible Points 5):**
 - 1. Completed Proposal Signature Form;
 - 2. Statement of proposer's financial stability, including information as to current or prior bankruptcy proceedings;
 - 3. Summary of any litigation filed against proposer in the past ten years which is related to the services the proposer provides in the regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amount involved;
 - 4. Evidence or statement of ability to provide required insurance coverages;
 - 5. If proposer is a corporation, copy of certification from Florida Secretary of State verifying proposer's corporate status and good standing and, if proposer is a non-Florida Corporation, evidence of authority to do business in Florida;
 - 6. Statement of whether proposer is a minority business enterprise;
 - 7. Completed Drug-Free Workplace Form (recommended);
 - 8. Non-Collusion Affidavit;
 - 9. Conflict of Interest Disclosure Statement;

10. Copies of any license or certification required to perform the services contemplated in this RFP;
11. Completed W9 Form;
12. Completed Vendor Information Sheet; and
13. Any other information that is required to be provided pursuant to this RFP and is applicable to proposer.

F. Tab 6 – Cost Fee Proposal (Total Possible Points 15):

1. Completed Fee Proposal (Attachment “A” to this RFP).

RP-23 ANTICIPATED SCHEDULE: The County has established a schedule for submitting proposals and for completing the ultimate selection of Firms to provide the requested professional services. It will be incumbent on each proposer to understand the importance of adhering to the published schedule. The County, however, reserves the right to amend the dates, and to elect to interview proposer at any time (with reasonable notice), and to elect to choose a select number of proposer from which to request additional information in order to make the best selection in the interests of the County.

SCHEDULE	DATE/TIME
County advertises for Request for Proposals	XX/XX/XXXX, XX/XX/XXXX
Proposal Due Date	XX/XX/XXX, XX:XX PM EST.
Professional Services committee evaluates proposals and prepares short lists for public presentations/interviews – if any	XX/XX/XXXX
Public presentations/interviews with Professional Services Committee – if any	(TBD)
Board Approval of Selection and Award	(TBD)

END OF PART III

PART IV – REQUIRED AND OPTIONAL FORMS
(Forms begin on following page)

PROPOSAL SIGNATURE FORM

The undersigned attests to his/her authority to submit this proposal and to bind the entity/firm herein named to perform in accordance with an agreement entered into with the County, if the entity/firm is awarded the agreement by the County. The undersigned further certifies that he/she has read the entire Request for Proposals package, and any other documentation relating to the Request for Proposals, and that this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

Type of Organization (please check one):

- INDIVIDUAL
- PARTNERSHIP
- CORPORATION
- JOINT VENTURE
- LLC

Firm Name: _____

Home Office Address: _____

City, State, Zip: _____

Address (Servicing Levy County if Different from Above): _____

Email Address: _____

Name/Title of Levy County Rep: _____

Telephone: _____ Fax: _____

Signature: _____ Date: _____

Is Proposer a small or minority business, women’s business enterprise, or labor surplus area firm?

Yes No (Check which is applicable)

As Addenda are considered binding as if contained in the original Request for Proposals, it is critical each proposer acknowledge receipt of same. The submittal may be considered void if receipt of addendum is not acknowledged.

	Receipt of Addenda Acknowledged:
Addendum No. _____ Dated _____	Signature _____
Addendum No. _____ Dated _____	Signature _____
Addendum No. _____ Dated _____	Signature _____

DRUG FREE WORKPLACE FORM

The undersigned Proposer in accordance with Section 287.087, Florida Statutes, hereby certifies that the Proposer _____ (name of firm or individual) does:

1. Publish a statement notifying employees that the unlawful manufacture, distributions, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintain a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

NAME OF PROPOSER:

Signature: _____

Title: _____

Date: _____

NON-COLLUSION AFFIDAVIT

I, _____ of the County of _____

According to law on my oath, and under penalty of perjury, depose and say that:

1. I am _____ of the firm of _____ providing this proposal in response to the RFP for Remediation Services, and that I executed the said proposal with full authority to do so.
2. This response has been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to qualifications or responses of any other responder or with any competitor; and no attempt has been made or will be made by the responder to induce any other person, partnership or corporation to submit, or not to submit, a response for the purpose of restricting competition;
3. The statements contained in this affidavit are true and correct, and made with full knowledge that Levy County relies upon the truth of the statements contained in this affidavit in awarding contracts for any services resulting from this RFP for said project.

Signature of Proposer Representative

Date

STATE OF: _____

COUNTY OF: _____

Sworn to (or affirmed) and subscribed before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 20 __, by _____ (name), as _____ (title) for _____ (name of proposer). ____ Personally known OR ____ Produced Identification _____ (type of identification)

NOTARY PUBLIC

My Commission Expires: _____

CONFLICT OF INTEREST DISCLOSURE STATEMENT

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All proposers must disclose with their proposals or bids whether any officer, director, employee or agent is also an officer or an employee of the Board of County Commissioners. All proposers must disclose whether any officer, partner, director or proprietor is the spouse or child of one of the members of the Board of County Commissioners. All proposers must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches or affiliates. All proposers must also disclose the name of any employee, agent, lobbyist, previous employee of the Board, or other person, who has received or will receive compensation of any kind in connection with the response to this RFP. All proposers are also required to include a disclosure statement of any potential conflict of interest that the proposer may have due to other clients, contracts, or interest associated with the performance of services under this RFP and any resulting agreement. Use additional sheets if necessary.

Names of Officer, Director, Employee or Agent that is also an Employee of the Board:

Names of Officer, Partner, Director or Proprietor who is spouse or child of Board Member:

Names of County Officer or Employee that owns 5% or more in Proposer's firm:

Names of applicable person(s) who have received compensation:

Description of potential conflict(s) with other clients, contracts or interests:

None of the above applicable: _____

Signature: _____ Printed Name: _____

Proposer Name: _____

Date: _____

W9 FORM
(on following page)

VENDOR INFORMATION SHEET

DATE: _____

COMPANY NAME: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

TOLL FREE NUMBER: _____

EMAIL: _____

FEID NUMBER: _____ OR SSN: _____

CONTACT PERSON: _____

TITLE: _____

CONTACT NUMBER: _____



The information requested above is necessary to update our files or to add your name to the County's vendor list. You are a vital part of the operation of Levy County and we want to thank you for your support. The information on this form will allow us to pay you for the goods and/or services we have received in a timely manner and give us the ability to contact the necessary person in case there is a problem or question in processing.

**SAMPLE AGREEMENT
BETWEEN LEVY COUNTY AND**

FOR

REDISTRICTING CONSULTING SERVICES

This Agreement is made and entered into by and between LEVY COUNTY, a political subdivision of the State of Florida, P.O. Box 310, Bronson, FL 32621 (hereinafter referred to as "County"), and _____, (hereinafter referred to as "_____" or the "Contractor") on this _____ day of _____, 2021.

WITNESSETH:

WHEREAS, County issued Request for Proposals RFP_2021_004 to be used for selection of qualified individual or entity to provide redistricting consulting services to the County (herein "the RFP"), in accordance with applicable procurement policies and procedures; and

WHEREAS, _____ submitted a proposal in response to the RFP, and was subsequently selected by County as the company to provide services requested by the RFP; and

WHEREAS, County desires to acquire redistricting consulting services from _____, and _____ desires to provide such services in accordance with the RFP, and _____'s proposal;

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payment hereinafter set forth, County and _____ agree as follows:

ARTICLE 1

INCORPORATION OF DOCUMENTS

1.1 The RFP, consisting of pages 1 through ____ and including RFP_2021_004, the Addendum to RFP_2021_004 dated _____, 2021, issued by County, the Proposal submitted by _____ dated _____, 2021, all filed with the Procurement Department of Levy County, are hereby specifically made part of this Agreement as if same had been set forth at length herein.

In the event of any conflict between the documents constituting this Agreement, the documents shall be given precedence in the following order:

- 1) This Agreement;
- 2) RFP_2021_004, including and addenda issued thereto; and
- 3) The Proposal submitted by _____ dated _____, 2021.

ARTICLE 2

_____'S DUTIES

2.1 _____ agrees to perform all the services and provide all the materials requested by the RFP, and described in the Scope of Services of the RFP. _____

shall perform all the services and provide all materials in strict accordance with the provisions contained herein. _____ shall perform all services under the Scope of Services in a professional workmanlike manner, with such professional care, technical skill, ability and diligence as required of similar redistricting consulting service professionals having the level of skill, expertise and specialized knowledge, as represented to County, both orally and in writing, to be possessed by _____.

2.2 _____ agrees that, to the best of its ability, the key personnel identified in the Proposal will be retained by _____ throughout the term of this Agreement. In the event that _____ is unable to retain any of the key personnel identified in its Proposal, it shall provide prompt notice of such event to County, along with the names and qualifications of a replacement for such key personnel.

2.3 Compliance with Laws

_____ shall comply with all federal, state, and local statutes, laws, ordinances, resolutions and regulations in the performance of its obligations under this agreement.

2.4 Compliance with Chapter 119, Florida Statutes

(a) In addition to compliance with any other laws as required by this Agreement, _____, shall comply with the public records laws of the State of Florida contained in Chapter 119, Florida Statutes, as the same may be amended. Failure to comply with the provision of this subsection shall constitute a substantial failure to perform on the part of _____ in accordance with the terms of this Agreement. Specifically, but not by way limitation, _____ shall:

- (i) Keep and maintain public records by County to perform the services;
- (ii) Upon request by County's custodian of public records, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (iii) 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 term of this Agreement and following completion of the services to be provided by _____ under this Agreement if _____ does not transfer the records to County; and
- (iv) Upon completion of the services to be provided under this Agreement, transfer, at no cost, to County all public records in possession of _____ or keep and maintain public records required by County to perform the services. If _____ transfers all public records to County upon completion of this Agreement, _____ shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If _____ keeps and maintains public records upon completion of this Agreement, _____ shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology systems of County.

(b) The definitions contained in Chapter 119, Florida Statutes, apply to terms used in this section, unless alternate or more specific definitions for any such terms are provided in this Agreement.

(c) For purposes of this Agreement, the term “custodian of public records” shall mean the County Coordinator or County or his/her designee.

(d) **IF _____ HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO _____’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

TELEPHONE: (352) 486-5218

EMAIL: LEVYBOCC@LEVYCOUNTY.ORG

MAILING ADDRESS: P.O. BOX 310, BRONSON, FL 32621

2.5 During the performance of this Agreement, in the event any services to be performed by the Contractor are or may be funded by federal funds or may be reimbursable by federal funds, the Contractor, for itself, its subcontractors, and any assignees and successors in interest agrees as follows:

(a) *Equal Employment Opportunity:* The Contractor shall comply with the regulations relative to equal employment opportunity in federally-assisted construction contracts, as they may be amended from time to time, contained in Appendix II to 2 CFR Part 200, specifically as contained in 41 CFR 6-01.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity”, as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR Part 60, as any of the same may be amended, which are herein incorporated by reference and made a part of this Agreement.

(b) *Nondiscrimination:* The Contractor, with regard to any work performed during this Agreement, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. In addition, Contractor shall comply with all applicable laws and regulations that prohibit discrimination based on race, color, national origin, sex, disability, age, creed, and/or prohibit unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects.

(c) *Solicitations for Subcontractors, including Procurements of Materials and Equipment:* In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor’s obligations under this Agreement and any applicable regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age disability, religion or family status.

(d) *Davis-Bacon Act:* The Contractor shall comply with the provisions of the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148), as supplemented by Department of Labor regulations (29 CFR Part 5), as the same may be amended. The prevailing wage determination by the Department of Labor

at the time of performance of the particular services by Contractor which may be subject to federal funding or federal reimbursement shall be accepted by Contractor prior to performance of those services.

(e) *Copeland "Anti-Kickback" Act:* The Contractor shall comply with the provisions of Copeland "Anti-Kickback" Act (40 U.S.C 3145), as supplemented by the Department of Labor regulations (29 CFR Part 3), as the same may be amended. County shall report any suspected violations to the applicable federal funding agency.

(f) *Contract Work Hours and Safety Standards Act:* In the event in the performance of any services by Contractor are anticipated to be in excess of \$100,000, and Contractor employs mechanics or laborers subject to the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), as supplemented by Department of Labor regulations (29 CFR Part 5), as the same may be amended, Contractor shall comply with the provisions of 40 U.S.C. 3702 and 3704, as supplemented by such Department of Labor regulations.

(g) *Rights to Inventions Made Under a Contract or Agreement:* (this section intentionally left blank).

(h) *Clean Air Act and Federal Water Pollution Control Act:* Contractor shall comply with all provisions and all applicable standards of the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as the same may be amended, in the performance of any services pursuant hereto. Any violations of either Act hereunder shall be reported to the applicable federal awarding agency and the Regional Office of the Environmental Protection Agency.

(i) *Energy Policy Conservation Act:* Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (41 U.S.C. 62101), as the same may be amended.

(j) *Solid Waste Disposal Act:* Contractor shall comply with the provisions of section 6002 of the federal Solid Waste Disposal Act, as amended by the federal Resource Conservation and Recovery Act, as the same may be amended, which include (but are not necessarily limited to): procuring only items designated in guidelines of the Environmental Protection Agency at 40 CFR Part 247 (as the same may be amended) that contain the highest percentage of recovered materials practicable, consisting with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the Environmental Protection Agency guidelines.

(l) *Incorporation of Provisions:* The Contractor shall include the provisions of this Section 2.5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by any applicable federal regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the state or federal funding agency may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event the Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a

result of such direction, the Contractor may request the applicable state or federal funding agency to enter into such litigation to protect the interests of such state or federal funding agency.

(m) *Sanctions for Noncompliance:* In the event of the Contractor's noncompliance with the provisions of this Section 2.5, the County or any applicable state or federal funding agency may impose such contract sanctions as the County or the applicable state or federal funding agency may determine to be appropriate, including, but not limited to: (i) withholding of payments to the Contractor until the Contractor complies, and/or (ii) cancellation, termination or suspension of this Agreement, in whole or in part; and/or (iii) any other further sanctions as may be permitted by the applicable federal regulations governing the applicable federal funding or as are not prohibited by law.

ARTICLE 3

ADDITIONAL SERVICES

3.1 In the event that County desires _____ to perform any additional services not specifically contained in the Scope of Services, the parties shall enter into an addendum to this Agreement to provide for the provision of such additional services by _____ and payment therefor by County.

ARTICLE 4

TERM/TERMINATION

4.1 The term of this Agreement shall begin on the date and year first above written and shall continue until the work described in Article 2 hereof is completed by the contractor and accepted by the County, unless otherwise terminated in accordance herewith. Regardless of the termination date of this Agreement, _____ shall provide the services described in Article 2 hereof within the time(s) set forth in the RFP. Time(s) for any additional services will be provided in an addendum to this Agreement for such additional services.

4.2 This Agreement may be terminated by County, with or without cause, by written notice to _____ of the intent to terminate. Such termination shall be effective thirty (30) days after receipt by _____ of such written notice of intent to terminate. However, no termination for cause will be effective unless _____ is first given ten (10) calendar days after receipt of notice of intent to terminate in which to cure the cause for terminations.

4.3 In the event of termination, _____ shall be entitled to compensation for services rendered and costs incurred through the effective date of termination. All finished or unfinished documents, data, studies, surveys, analyses, sketches, tracings, specifications, plans, designs, design calculations, details, computations, drawings, maps, models, photographs, reports, and other documents prepared by _____ shall become the property of County and shall be delivered by _____ to County immediately upon the effective date of termination.

ARTICLE 5

METHOD OF BILLING AND PAYMENT

5.1 County shall pay to _____ the hourly rates and direct costs, as indicated in _____'s Proposal, for redistricting consulting services as described in the RFP.

5.2 _____ shall submit all billings for payment of services rendered pursuant to the Scope of Services to the applicable County department requesting the services for processing. Billings shall be detailed as to nature of the services performed and shall refer to the particular line item(s) in the Scope of Services to which services apply. Billings shall include a summary of any amounts previously billed and any credits for amount previously paid.

5.3 _____ acknowledges that each billing must be reviewed and approved by the County _____ Director or his/her designee. Should the County _____ Director, or his/her designee, determine that the invoice is not commensurate with services performed, work accomplished or hours expended, _____ shall adjust the invoice accordingly. However, _____ shall be entitled to payment of any portion of an invoice not in dispute.

5.4 Invoices will be subject to, and County shall pay _____'s proper invoices in accordance with, Sections 218.70 through 218.80, Florida Statutes, the Florida Prompt Payment Act.

5.5 In the event budget funds which are sufficient for the County pay the amounts provided under this Agreement are not available, the County shall notify the _____ of such occurrence and this Agreement shall terminate on the last day of the then current fiscal period without penalty or expense to the County.

ARTICLE 6

COUNTY'S RESPONSIBILITIES

6.1 County shall perform the responsibilities contained in this Article 6 in a timely manner so as not to delay the services of _____.

6.2 County shall furnish to _____, upon request of _____ and at County expense, all existing studies, reports and other available data pertinent to the services to be performed under this Agreement which are within the County's possession. However, _____ shall be required to evaluate all materials furnished hereunder using reasonable professional judgment before relying on such materials.

6.3 County shall provide reasonable access and entry to all public property required by _____ to perform the services described in this Agreement. All such access and entry shall be provided at County expense. County shall also use reasonable efforts to obtain permission for reasonable access and entry to any private property required by _____ to perform the services described in this Agreement.

ARTICLE 7

STANDARDS AND CORRECTIONS

7.1 _____ shall perform or furnish to County all redistricting consulting services to a level of technical skill, ability, and diligence as required for redistricting consulting professionals having the level of skill, expertise and specialized knowledge, as represented to the County, both orally and in writing, to be possessed by _____, all in accordance with the standards contained elsewhere in this Agreement and in accordance with generally accepted standards of professional redistricting consulting service practice and with the laws, statutes, ordinances, codes, rules and

regulations governing _____'s profession. The same standards of care shall be required of any subconsultant or subcontractor engaged by _____.

7.2 _____ shall, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the negligent act, error or omission of _____ or any subconsultant or subcontractor engaged by _____ under this Agreement. The foregoing shall be construed as an independent duty to correct rather than a waiver of County's rights under any applicable statute of limitations. County review of, approval of, acceptance of, or payment for any of _____'s work product, services, or materials shall not be construed to operate as a waiver of any of County's rights under this Agreement, or cause of action County may have arising out of the performance of this Agreement. The provisions of this section shall survive termination of this Agreement.

ARTICLE 8

COUNTY PROPERTY

8.1 All documents, data, studies, surveys, analyses, sketches, tracings, specifications, plans, designs, design calculations, details, computations, drawings, maps, models, photographs, reports, and other documents and plans resulting from _____'s services under this Agreement shall become the property of and shall be delivered to County without restrictions or limitations as to use. However, any subsequent to or other than for the specific project for which such items were created, shall be at sole risk of County.

ARTICLE 9

NOTICES

9.1 Any notice required or permitted to be sent hereunder shall be sent by United States first class mail, postage prepaid, or hand-delivered to the parties at the addresses listed below:

If to County:

County Coordinator
P.O. Box 310
Bronson, FL 32621

With a copy to:

(insert applicable county department)

If to _____:

ARTICLE 10

NO CONTINGENT FEES

10.1 _____ certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for _____ 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 _____ 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 this provision, County shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 11

NO ASSIGNMENT

11.1 This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by _____ without prior written consent of County. Further, no portion of this Agreement may be performed by subcontractors or subconsultants without written notice to and approval of such action by County.

ARTICLE 12

INDEMNIFICATION

12.1 _____ shall defend, indemnify and hold harmless County and all of County's officers, agents, employees, and volunteers from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of _____, its officers, agents, employees, subcontractors, or volunteers in performance or non-performance or its obligations under this Agreement. _____ recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to County when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by County in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement shall not relieve _____ of its liability and obligation to defend, hold harmless and indemnify County as set forth in this section.

Nothing herein shall be construed to extend County's liability beyond that provided in section 768.28, Florida Statutes.

The provisions of this Article shall survive termination of this Agreement.

ARTICLE 13

INSURANCE

13.1 Before performing any work, _____ shall procure and shall continue to maintain, at its sole cost and expense, throughout the term of this Agreement, insurance policies meeting requirements, and in the coverages and amounts all as contained in the RFP.

ARTICLE 14

CONTACT PERSONS

14.1 Upon written request of _____, the County Coordinator shall designate one or more County employees to whom all communications pertaining to the day-to-day conduct of the performance of this Agreement shall be addressed.

ARTICLE 15

SEVERABILITY

15.1 In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed by the other party as a waiver of any subsequent breach.

ARTICLE 16

TRUTH-IN-NEGOTIATION CERTIFICATE

16.1 In accordance with Section 287.055, Florida Statutes, signature of this Agreement by _____ shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this 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 County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

ARTICLE 17

GOVERNING LAW/VENUE

17.1 This Agreement shall be governed and construed in accordance with Florida law. In the event litigation arises involving parties in connection with this Agreement, venue for such litigation shall be in Levy County, Florida.

ARTICLE 18

INDEPENDENT CONTRACTOR STATUS

18.1 _____ is an independent contractor and is not an employee, servant, agent, partner or joint venture of the County

IN WITNESS WHEREOF, the parties hereto have caused the execution of these premises as of the date and year first above written.

BOARD OF COUNTY COMMISSIONERS
LEVY COUNTY, FLORIDA

_____, Chair

Date: _____

ATTEST: Danny Shipp, Clerk of the
Circuit Court and Ex-Officio Clerk of
the Board of County Commissioners

Danny Shipp, Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Anne Bast Brown, County Attorney

By: _____

Title: _____

Date: _____

ATTEST/WITNESS

Secretary of Corporation