

Solicitation 20-7783

Mental Health Data Collaborative

Solicitation Designation: Public



Collier County

Solicitation 20-7783

Mental Health Data Collaborative

Solicitation Number **20-7783**
 Solicitation Title **Mental Health Data Collaborative**
 Expected Expenditure **\$0.00** (This price is expected - not guaranteed)

Solicitation Start Date **Aug 6, 2020 11:00:27 AM EDT**
 Solicitation End Date **Sep 7, 2020 3:00:00 PM EDT**
 Question & Answer End Date **Aug 31, 2020 3:00:00 PM EDT**

Solicitation Contact **Evelyn Colon**
Manager - Procurement
239-252-2667
Evelyn.Colon@colliercountyfl.gov

Contract Duration **3 years**
 Contract Renewal **2 annual renewals**
 Prices Good for **Not Applicable**

Solicitation Comments **In December 2019, the Collier County Board of County Commissioners approved a five-year plan for mental health and addition services. One of the priorities was to establish a mental health and substance use disorder data collaborative for data sharing, collection, and outcomes reporting. Chapter 163.62 F.S. authorizes governmental and certain private agencies to share information. The mission of a mental health and substance use disorder data collaborative would be enhancing the delivery of mental health programs to Collier County residents by encouraging communication and collaboration among all related community providers, organizations, interested government agencies, and educational institutions.**

Potential partners would include, among others, the Collier County Board of County Commissioners, Clerk of Circuit Court, Collier County Sheriff's Office, the 20th Judicial Circuit, Central Florida Behavioral Health Network, David Lawrence Center, Collier County Public Schools, Florida Department of Juvenile Justice, and the University of South Florida (USF) Department of Mental Health , Law and Policy (Louis de la Parte Florida Mental Health Institute), among others, would be the primary members of the collaborative.

Item Response Form

Item **20-7783-01-01 - Mental Health Data Collaborative**
 Quantity **1 each**
 Prices are not requested for this item.
 Delivery Location **Collier County**

1. Procurement Services
 3295 E. Tamiami Trail
 Building C2
 Naples FL 34112
Qty 1

Description

Mental Health Data Collaborative - No Proposal



**COLLIER COUNTY
BOARD OF COUNTY COMMISSIONERS**

REQUEST FOR PROPOSAL (RFP)

FOR

Mental Health Data Collaborative

SOLICITATION NO.: 20-7783

**Geoff Thomas, PROCUREMENT STRATEGIST
PROCUREMENT SERVICES DIVISION
3295 TAMIAMI TRAIL EAST, BLDG C-2
NAPLES, FLORIDA 34112
TELEPHONE: (239) 252-6098
Geoff.Thomas@colliercountyfl.gov (Email)**

This solicitation document is prepared in a Microsoft Word format (Rev 8/7/2017). Any alterations to this document made by the Vendor may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to the Collier County Government.

SOLICITATION PUBLIC NOTICE

REQUEST FOR PROPOSAL (RFP) NUMBER:	<u>20-7783</u>
PROJECT TITLE:	<u>Mental Health Data Collaborative</u>
PRE-PROPOSAL CONFERENCE:	<u>No Pre-Proposal Conference</u>
LOCATION:	<u>PROCUREMENT SERVICES DIVISION, CONFERENCE ROOM A, 3295 TAMIAMI TRAIL EAST, BLDG C-2, NAPLES, FLORIDA 34112</u>
DUE DATE:	<u>September 7, 2020 at 3:00 P.M.</u>
PLACE OF RFP OPENING:	<u>PROCUREMENT SERVICES DIVISION 3295 TAMIAMI TRAIL EAST, BLDG C-2 NAPLES, FL 34112</u>

All proposals shall be submitted online via the Collier County Procurement Services Division Online Bidding System:

<https://www.bidsync.com/bidsync-cas/>

INTRODUCTION

As requested by the Corporate Business Operations Division (hereinafter, the "Division or Department"), the Collier County Board of County Commissioners Procurement Services Division (hereinafter, "County") has issued this Request for Proposal (hereinafter, "RFP") with the intent of obtaining proposals from interested and qualified vendors in accordance with the terms, conditions and specifications stated or attached. The vendor, at a minimum, must achieve the requirements of the Specifications or Scope of Work stated.

BACKGROUND

In December 2019, the Collier County Board of County Commissioners approved a five-year plan for mental health and addition services. One of the priorities was to establish a mental health and substance use disorder data collaborative for data sharing, collection, and outcomes reporting. Chapter 163.62 F.S. authorizes governmental and certain private agencies to share information. The mission of a mental health and substance use disorder data collaborative would be enhancing the delivery of mental health programs to Collier County residents by encouraging communication and collaboration among all related community providers, organizations, interested government agencies, and educational institutions.

Potential partners would include, among others, the Collier County Board of County Commissioners, Clerk of Circuit Court, Collier County Sheriff's Office, the 20th Judicial Circuit, Central Florida Behavioral Health Network, David Lawrence Center, Collier County Public Schools, Florida Department of Juvenile Justice, and the University of South Florida (USF) Department of Mental Health , Law and Policy (Louis de la Parte Florida Mental Health Institute), among others, would be the primary members of the collaborative.

TERM OF CONTRACT

The contract term, if an award(s) is/are made is intended to be for three (3) years with two (2) one (1) year renewal options. Prices shall remain firm for the initial term of this contract.

Surcharges will not be accepted in conjunction with this contract, and such charges should be incorporated into the pricing structure.

The County Manager, or designee, may, at his discretion, extend the Agreement under all of the terms and conditions contained in this Agreement for up to one hundred eighty (180) days. The County Manager, or designee, shall give the Contractor written notice of the County's intention to extend the Agreement term not less than ten (10) days prior to the end of the Agreement term then in effect.

All goods are FOB destination and must be suitably packed and prepared to secure the lowest transportation rates and to comply with all carrier regulations. Risk of loss of any goods sold hereunder shall transfer to the COUNTY at the time and place of delivery; provided that risk of loss prior to actual receipt of the goods by the COUNTY nonetheless remain with VENDOR.

DETAILED SCOPE OF WORK

This solicitation is for a comprehensive database solution which is to include all software and support services to install and operate the proposed web-based system. The complete scope of work is dependent upon the chosen solution. Services may include but not limited to access to contractor's solution; training staff on the features and functionalities; technical support; maintenance of the system; and periodic installation of updates and upgrades as they become available. Interfaces or data file uploads from several existing systems may be required.

Required Services:

1. Collier County is seeking to implement a collaborative data management information system (MIS) in a fixed, not-to-exceed price contract. The system must be a commercially available collaborative data management system that, in its original configuration (and likely with some customization), can adapt to the County's specific processes, provides an integrated case management and performance and analysis tools that meets the needs of the County.
2. The MIS must be able to collect, store, and summarize information obtained throughout the mental health services process. This includes the ability to enter information contained across forms and paperwork for each participant, such as intake and discharge forms, assessments, and workflow and treatment tracing documents, schedule and track attendance at events/hearings, and produce progress reports for case reviews and the ability to enter assessment data into the MIS and generate assessment, intake and discharge documents.
3. The MIS must allow certain users to track, analyze, and export the data in order to meet the evaluation and reporting requirements set by multiple grant funders, including the Substance Abuse and Mental Health Services Administration (SAMHSA) and the Bureau of Justice Assistance (BJA). This includes the ability to both export raw data into specific formats for external evaluation and generate customized reports with information on outcome analyses and performance measures for reporting. Ideally, it would be highly beneficial if the MIS also had the capability to import raw data into the system, as SAMHSA has a separate reporting requirement that is completed via an online interface, and standard court case information is stored in a separate case management system.
4. Given that the current operations, data collection, and data reporting procedures vary across the service providers, we describe our specifications for the MIS that we would like to be incorporated across the treatment courts below. Additional, but likely minimal, customizations and/or changes may be requested prior to or after the vendor selection process as data management needs and grant reporting requirements change.
5. Additionally, the system to be acquired must be fully implemented and operational in at least one County or Municipality of similar size and scope. The County will consider a software-as-a-service solution hosted by the responder or a third party.
6. Application Compatibility Specifics
 - a. Capability to support a variety of browsers, including Microsoft Edge, Firefox, Google Chrome, and Safari.
 - b. Support the storage and display of all the common file formats including, but not limited to, HTML, JPEG, TIFF, PDF, MS Word, MS Excel, etc.
 - c. Complies with United States Section 508 accessibility requirements.
 - d. Support a configurable data retention policy that is comprehensive to both data and images.
 - e. Ability to transfer data from other case management systems at case initiation, through an integration, would be ideal in the future.
 - f. The product must have all API exposed for integration with other applications and shall conform to Web Services Industry Standards.
7. Security and Confidentiality Specifications
 - a. Capability to provide compliance with HIPAA and all federal and state privacy and security standards. The vendor is expected to follow best practices and standards for data security and data loss prevention.
 - b. Capability for authorized staff to be able to create and manage user accounts and assign access based on roles. Capability for authorized users to terminate a user account, but retain all history associated with the user's activity (in order to maintain a history of changes to a case in the event of staff turnover or role changes).
 - c. Capability to ensure that sensitive or confidential information on any displayed page is only viewable by users with the required authorization. Capability to dynamically display functions and capabilities consistent with the user's privileges (e.g. Add, View, Edit, Delete). Capability to allow supervisory data entry/modification overrides.

- d. Login credentials should be encrypted. System configuration at the Court, role, and user levels. Supports strong password techniques. Provides a secure mechanism for password resets. Must be SAML 2.0 compliant and allow for Single Sign On (SSO) functionality with Active Directory and Azure AD.
- e. Capability to log all user interactions, tracking what information was changed, who changed it and when, and provide an administrator access to the logs. Capability to monitor database deletes/changes/modifications.
- f. Capability to mark all required data items on a data entry page. Capability to prevent read-only data items from being modified. Capability to highlight input errors (e.g. missing data, incorrect format, DOB is in the future) and prompt user for correction. Capability to provide proper validation to prevent invalid data from being entered or saved in the system. Capability to display clear error messages to help a user understand and resolve the encountered error.
- g. Capability to prompt user to save or cancel if user attempts to exit the screen or log out of system with unsaved changes.
- h. Capability to run Error reports and Usage statistics reports.

8. Case Tracking and Management Specifications

- a. Capability to auto-generate a unique case and participant ID for each new case that is entered into the system. Ability to generate nested IDs that are linked to each other (e.g. generate Parent IDs, Child IDs, a Family ID and a Case ID that is primarily linked to the primary participant on the case). Capability to link multiple cases under one participant.
- b. Capability to copy client case information to create a new case or profile related to an existing one (e.g. in situations concerning families). Once a case has been created, capability for real-time updates; ideally, each authorized user can access different parts of the same case (and/or lock certain parts of the case while in edit mode).
- c. Capability to create data entry defaults including, but not limited to, dates. Capability to provide data entry formatting in applicable input fields (e.g. phone number, DOB). Capability to populate automatic time standards. Capability to assign staff to participant (e.g. service provider, case manager, treatment provider and counselor, probation/parole officer).
- d. Capability to allow local customization of screening and assessment tools and intake/discharge forms so the MIS is matched to the physical documents and data entry can be streamlined (details regarding general variables to include are described under "Data Elements"). Capability to configure system data inputs in order to generate required forms.
- e. Capability to support searching by metadata (e.g. case type, case ID, case name, etc.). Capability to search results to be exported to file formats like PDF or Microsoft Excel.
- f. Mechanism for sorting out any subgroups or subset of clients using any combination of the variables in the data system and then allow for export into a report or a file format (e.g. Microsoft Excel, Microsoft Word, or PDF).
- g. Able to upload scanned documents for storage and reference, such as signed consent forms, treatment progress reports, etc.
- h. Capability to apply the same update to multiple cases and apply mass update. Capability to apply the same activity to a group of service participants.
- i. Capability to support and provide the ability for user notification of events, and to generate notices.
- j. Capability to configure program phases and track the program phases.
- k. Capability to generate Status Summary screens/reports to show case where cases are in the workflow. Capability to run standard and custom ad-hoc reports related to program operations/treatment received. Capability for users to perform ad hoc database inquiries based on their role-based access.
- l. Capability to provide user/staff notification of required action triggered by prior activity regarding a court participant that includes anticipated time to complete. Workflows are also important components in the evaluation process, as SAMHSA grantees are required to submit entrance, follow-up, and exit interviews within a specified time period based on intake and discharge dates.
- m. The system must provide the capability to capture data related to scheduling/calendaring such as, but not limited to, scheduled court hearing details like date, outcome, parties present, etc. Capability to export or print certain participant case information in a report/summary format (e.g. includes data elements such as testing dates, sobriety information, provider notes, etc.) on a weekly basis to support case review meetings prior to court and service provision.
- n. Capability to capture referral source and capability to track disposition of referral (i.e. screened, accepted, rejected with reason for rejection; participation rate/status, etc.).

- o. Capability to document staffing to include recommendations and comments on a case for printing or viewing by service providers.
- p. Capability to function on mobile applications, for case managers to alert participants about upcoming court hearings, drug tests, and treatment appointments, as well as to alert case managers about participants missing appointments, failing drug tests, etc.

9. Analysis and Reporting Specifications

- a. Capability for report results to be exported to formats including Microsoft Excel/CSV, Microsoft Word, and PDF. Capability for all raw program data to be exported to Microsoft Excel/CSV in a pre-specified data structure which would not require data transformation/reshaping to support advanced analyses by the Court and/or external evaluator.
- b. Where appropriate, reports should be generated for an individual participant to include specific criteria or for a group of participants who are selected from a participant list or generated based on search criteria (i.e. report generation based on who has recent drug tests or recent risk assessment outcomes). Capability to schedule reports to run at a specific time.
- c. Capability for an authorized user to perform ad hoc data inquiries for all or some service providers. Capability for authorized users to specify which data element(s) to export and which file format to export.
- d. Capability to provide summary information about the participant and the case (e.g. participant name, case number, admission date, phase, status, status date, gender, race/ethnicity, probation/parole officer, court hearing date(s), treatment provider/staff, etc.). Capability for user to specify criteria based on the status of the participant's case (e.g. at intake, the participant report will summarize participant demographics; at discharge, participant report will summarize demographics, service utilization, and whether the case was successful, etc.).
- e. To provide details regarding treatment plan components, diagnosis, goals, objectives, methods, status, discharge data, progress notes from treatment provider, etc.
- f. Capability to interactively analyze program data and do so in real time. Capability to have at least two separate subgroups or variables actively available for analysis at the same time. Capability to describe the frequency and percent of participants having each coding value for any categorical variables in any selected subgroup. Capability to describe the mean, standard deviation, and range for each continuous variable in any selected subgroup. Capability to calculate the difference between any selected subgroups for any categorical variable.
- g. Capability to showcase dashboard view of court participants based on appropriate filters and/or variable selection. Capability to graphically display the coding values for any categorical variables in any selected subgroup as a horizontal bar chart ranked from highest to lowest frequency/percent without requiring the subgroup to be resorted. Capability to graphically display the distribution of values in any subgroup for any continuous variable as a histogram without requiring that the subgroup be resorted.
- h. Capability to analyze overall program performance based on specified outcome measures (e.g. percentage of participants in stable housing at discharge compared to intake; length of time in program; identify treatment plans or provider who perform well). Capability to provide operational information and aggregate statistics that meet federal requirements.

10. Data Elements Specifications

- a. Demographic and related information: e.g. gender, race, ethnicity, DOB, age, severity of substance use, education history, employment history, military, family information, health information (physical and mental), welfare, housing, child support obligations, income level, address/phone number, name and aliases, initial and plead charge, sentencing information, digital picture, insurance information, social services eligibility and status, criminal history, prior treatment court participation, etc.
- b. Referral and admission process: e.g. referral origin or source and date, referral party data (related parties), screening dates (legal and clinical), acceptance or denial date, exit status (graduated, terminated, transferred, etc.).
- c. Intake/Placement: e.g. assessment instruments (Level of Care screen, diagnosis, etc.), screening tools used to determine program eligibility, criminal history, risk assessment (date, level, type – RANT, etc.), history of use/abuse of a controlled substance or alcohol, special circumstances, etc.
- d. Program operations/services received: e.g. date of treatment program entry, date of exit from treatment, date of completion, number of drug tests, results of drug tests, details of outpatient visits while in program, residential treatment details, program outcome (graduated, terminated), participant education and employment details upon entry and completion, treatment providers, treatment history, test results, program attendance, sanctions, incentive and therapeutic adjustments, etc.

- e. Recidivism: e.g. whether participant recidivated, degree, offense, offense date, disposition, etc.
- f. Drug screen history: test date, drugs tested, drug test type, results, numeric values and cut-off levels, average and actual number of drug tests, average and actual number of drug tests that are positive, negative, adulterated, etc.
- g. Referrals tracking: e.g. number of participants referred, number referred aggregated by gender, number/percent of referrals screened, number/percent of referrals admitted, total/percent of referrals not admitted aggregated by reasons for non-admission. Total/percent of referrals not admitted aggregated by gender. Average days between arrest and referral or appointment by counsel, average days between arrest and screening for Treatment Court, average age of those admitted to program, number/percent of those admitted aggregated by gender.
- h. Time in program/phases: Average days between entering program and first treatment visit, average and actual days from entering program to removal, average and actual days from entering program to completion, average and actual days from entering program to removal or completion (combined), average days from entering program to removal, average days from entering program to completion, average days from entering program to completion, average days from entering program to removal or completion (combined).
- i. Treatment tracking: Average number of outpatient visits while in the program, average days in residential treatment while in the program, average number of treatment court hearings per participant. 1) Program outcomes: Number/percent of those admitted who graduate from the program, number/percent of those admitted who are terminated from the program, total number terminated aggregated by reasons for termination, number/percent of participants employed upon entry/exit from the program, number/percent of participants who had no high school diploma upon entry and number/percent of participants who have a GED upon exit.
- j. Recidivism information: Number/percent of participants who had new charges while in treatment programs, number/percent of participants who had charges after completing or being terminated from collaborative court.
- k. Health information: Number/percent who have a mental health diagnosis at entry, number/percent who received mental health treatment before entering treatment court, number/percent who received alcohol and drug treatment before entering drug court, number/percent aggregated by primary drug of choice, number/percent of primary diagnosis, number/percent of insurance and type upon entry.
- l. Offense information: Total admitted aggregated by type of offense (by offense category).

11. Implementation of Services and Technical Support

- a. Vendor shall provide the county with technical support to train, advise, and assist during initial onboarding of software program and throughout the term of the contract.
- b. Licensed technical advisors shall provide in person and virtual training to any County Staff end users.
- c. A technical support hotline shall be made available for County Staff during regular business Hours 8:00 AM to 5:00 PM.
- d. Vendor shall provide in person and online training and technical support through out the life of the contract.

REQUEST FOR PROPOSAL (RFP) PROCESS

- 1.1 The Proposers will submit a qualifications proposal which will be scored based on the criteria in Evaluation Criteria for Development of Shortlist, which will be the basis for short-listing firms.

The Proposers will need to meet the minimum requirements outlined herein in order for their proposal to be evaluated and scored by the COUNTY. The COUNTY will then score and rank the firms and enter into negotiations with the top ranked firm to establish cost for the services needed. The COUNTY reserves the right to issue an invitation for oral presentations to obtain additional information after scoring and before the final ranking. With successful negotiations, a contract will be developed with the selected firm, based on the negotiated price and scope of services and submitted for approval by the Board of County Commissioners.

- 1.2 The COUNTY will use a Selection Committee in the Request for Proposal selection process.
- 1.3 The intent of the scoring of the proposal is for respondents to indicate their interest, relevant experience, financial capability, staffing and organizational structure.
- 1.4 The intent of the oral presentations, if deemed necessary, is to provide the vendors with a venue where they can conduct discussions with the Selection Committee to clarify questions and concerns before providing a final rank.
- 1.5 Based upon a review of these proposals, the COUNTY will rank the Proposers based on the discussion and clarifying questions on their approach and related criteria, and then negotiate in good faith an Agreement with the top ranked Proposer.

- 1.6 If, in the sole judgment of the COUNTY, a contract cannot be successfully negotiated with the top-ranked firm, negotiations with that firm will be formally terminated and negotiations shall begin with the firm ranked second. If a contract cannot be successfully negotiated with the firm ranked second, negotiations with that firm will be formally terminated and negotiations shall begin with the third ranked firm, and so on. The COUNTY reserves the right to negotiate any element of the proposals in the best interest of the COUNTY.
- 1.7 For the development of a shortlist, this evaluation criterion will be utilized by the COUNTY’S Selection Committee to score each proposal. Proposers are encouraged to keep their submittals concise and to include a minimum of marketing materials. Proposals must address the following criteria:

RESPONSE FORMAT AND EVALUATION CRITERIA FOR DEVELOPMENT OF SHORTLIST:

Evaluation Criteria	Maximum Points
1. Cover Letter / Management Summary	0 Points
2. Certified Woman and/or Minority Business Enterprise	5 Points
3. Work Plan	30 Points
4. Cost of Services to the County	25 Points
5. Experience and Capacity of the Firm	15 Points
6. Specialized Expertise of Team Members	15 Points
7. Local Vendor Preference	10 Points
TOTAL POSSIBLE POINTS	100 Points

Tie Breaker: In the event of a tie at final ranking, award shall be made to the proposer with the lower volume of work previously awarded. Volume of work shall be calculated based upon total dollars paid to the proposer in the twenty-four (24) months prior to the RFP submittal deadline. Payment information will be retrieved from the County’s financial system of record. The tie breaking procedure is only applied in the final ranking step of the selection process and is invoked by the Procurement Services Division Director or designee. In the event a tie still exists, selection will be determined based on random selection by the Procurement Services Director before at least three (3) witnesses.

Each criterion and methodology for scoring is further described below.

*****Proposals must be assembled, at minimum, in the order of the Evaluation Criteria listed or your proposal may be deemed non-responsive*****

EVALUATION CRITERIA NO. 1: COVER LETTER/MANAGEMENT SUMMARY

Provide a cover letter, signed by an authorized officer of the firm, indicating the underlying philosophy of the firm in providing the services stated herein. Include the name(s), telephone number(s) and email(s) of the authorized contact person(s) concerning proposal. Submission of a signed Proposal is Vendor's certification that the Vendor will accept any awards as a result of this RFP.

EVALUATION CRITERIA NO. 2: CERTIFIED WOMAN AND/OR MINORITY BUSINESS ENTERPRISE (5 Total Points Available)

Submit certification with the Florida Department of Management Service, Office of Supplier Diversity as a Certified Woman and/or Minority Business Enterprise.

EVALUATION CRITERIA NO. 3: WORK PLAN (30 Total Points Available)

In this criteria, include but not limited to:

- Detailed plan of approach (including major tasks and sub-tasks).
- Detailed project plan to establish the database to house collaborative data, including MIS design, configuration and timetable
- Include with the Business Plan or as an attachment, a copy of a report as an example of work product. This should be for one of the projects listed as a reference.

EVALUATION CRITERIA NO. 4: COST OF SERVICES TO THE COUNTY (25 Total Points Available)

In this criteria, include but not limited to:

- Provide the projected total cost to provide the work as described in this RFP.
- Provide the cost of any ongoing services that will be necessary to maintain the data software once established.
- Provide an anticipated fee schedule for maintenance, support, and training.

EVALUATION CRITERIA NO. 5: EXPERIENCE AND CAPACITY OF THE FIRM (15 Total Points Available)

In this criteria, include but not limited to:

- Provide information that documents your firm's and subcontractors' qualifications to produce the required deliverables, including abilities, capacity, skill, and financial strength, and number of years of experience in providing the required services.
- Describe the various team members' successful experience in working with one another on previous projects.
- Provide information on how the firm has delivered their expertise to your other clients and the results of those engagements.

The County requests that the vendor submits no fewer than three (3) and no more than ten (10) completed reference forms from clients (during the past five years) whose projects are of a similar nature to this solicitation as a part of their proposal. Provide information on the projects completed by the vendor that best represent projects of similar size, scope and complexity of this project using form provided in Attachment B – Form 8. Vendors may include two (2) additional pages for each project to illustrate aspects of the completed project that provides the information to assess the experience of the Proposer on relevant project work.

EVALUATION CRITERIA NO. 6: SPECIALIZED EXPERTISE OF TEAM MEMBERS (15 Total Points Available)

In this criteria, include but not limited to:

- Description of the proposed contract team and the role to be played by each member of the team.
- Attach brief resumes of all proposed project team members who will be involved in the management of the total package of services, as well as the delivery of specific services.
- Attach resumes of any sub-vendors and attach letters of intent from stated sub-vendors to work on behalf of the County. These letters must be included with proposal submission.

EVALUATION CRITERIA NO. 7: LOCAL VENDOR PREFERENCE (10 Total Points Available)

Local business is defined as the vendor having a current Business Tax Receipt issued by the Collier or Lee County Tax Collector prior to proposal submission to do business within Collier County, and that identifies the business with a permanent physical business address located within the limits of Collier or Lee County from which the vendor's staff operates and performs business in an area zoned for the conduct of such business.

VENDOR CHECKLIST

Vendor should check off each of the following items as the necessary action is completed (please see, Vendor Check List)

Vendor Check List

IMPORTANT: Please review carefully and submit with your Proposal/Bid. All applicable documents shall be submitted electronically through BidSync. Vendor should checkoff each of the following items:

- General Bid Instructions has been acknowledged and accepted.
- Collier County Purchase Order Terms and Conditions have been acknowledged and accepted.
- Form 1: Vendor Declaration Statement
- Form 2: Conflict of Interest Certification
- Proof of status from Division of Corporations - Florida Department of State (If work performed in the State) - <http://dos.myflorida.com/sunbiz/> should be attached with your submittal.
- Vendor **MUST** be enrolled in the E-Verify - <https://www.e-verify.gov/> at the time of submission of the proposal/bid.
- Form 3: Immigration Affidavit Certification **MUST** be signed and attached with your submittal or you **MAY** be **DEEMED NON-RESPONSIVE**
- E-Verify Memorandum of Understanding or Company Profile page should be attached with your submittal.
- Form 4: Certification for Claiming Status as a Local Business, **if applicable**, has been executed and returned. Collier or Lee County Business Tax Receipt should be attached with your submittal to be considered.
- Form 5: Reference Questionnaires form must be utilized for each requested reference and included with your submittal, id applicable to the solicitation.
- Form 6: Grant Provisions and Assurances package in its entirety, **if applicable**, are executed and should be included with your submittal. All forms must be executed, or you **MAY** be **DEEMED NON-RESPONSIVE**.
- Vendor W-9 Form.
- Vendor acknowledges Insurance Requirements and is prepared to produce the required insurance certificate(s) within five (5) days of the County's issuance of a Notice of Recommend Award.
- The Bid Schedule has been completed and attached with your submittal, applicable to bids.
- Copies of all requested licenses and/or certifications to complete the requirements of the project.
- All addenda have been signed and attached, or you **MAY** be **DEEMED NON-RESPONSIVE**.
- County's IT Technical Architecture Requirements has been acknowledged and accepted, if applicable.
- Any and all supplemental requirements and terms has been acknowledged and accepted, if applicable.

Form 1: Vendor Declaration Statement

BOARD OF COUNTY COMMISSIONERS
Collier County Government Complex
Naples, Florida 34112

Dear Commissioners:

The undersigned, as Vendor declares that this response is made without connection or arrangement with any other person and this proposal is in every respect fair and made in good faith, without collusion or fraud. The Vendor hereby declares the instructions, purchase order terms and conditions, requirements, and specifications/scope of work of this solicitation have been fully examined and accepted.

The Vendor agrees, if this solicitation submittal is accepted by Collier County, to accept a Purchase Order as a form of a formal contract or to execute a Collier County formal contract for purposes of establishing a contractual relationship between the Vendor and Collier County, for the performance of all requirements to which this solicitation pertains. The Vendor states that the submitted is based upon the documents listed by the above referenced solicitation. The Vendor agrees to comply with the requirements in accordance with the terms, conditions and specifications denoted herein and according to the pricing submitted as a part of the Vendor's bids.

Further, the Vendor agrees that if awarded a contract for these goods and/or services, the Vendor will not be eligible to compete, submit a proposal, be awarded, or perform as a sub-vendor for any future associated work that is a result of this awarded contract.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this ____ day of _____, 20__ in the County of _____, in the State of _____.

Firm's Legal Name: _____

Address: _____

City, State, Zip Code: _____

Florida Certificate of Authority Document Number _____

Federal Tax Identification Number _____

*CCR # or CAGE Code _____

*Only if Grant Funded _____

Telephone: _____

Email: _____

Signature by: _____
(Typed and written)

Title: _____

Send payments to:

(required if different from above)

Contact name:

Company name used as payee

Title:

Address:

City, State, ZIP

Telephone:

Email:

Office servicing Collier County to place orders

(required if different from above)

Contact name:

Title:

Address:

City, State, ZIP

Telephone:

Email:

Form 2: Conflict of Interest Certification Affidavit

The Vendor certifies that, to the best of its knowledge and belief, the past and current work on any Collier County project affiliated with this solicitation does not pose an organizational conflict as described by one of the three categories below:

Biased ground rules – The firm has not set the “ground rules” for affiliated past or current Collier County project identified above (e.g., writing a procurement’s statement of work, specifications, or performing systems engineering and technical direction for the procurement) which appears to skew the competition in favor of my firm.

Impaired objectivity – The firm has not performed work on an affiliated past or current Collier County project identified above to evaluate proposals / past performance of itself or a competitor, which calls into question the contractor’s ability to render impartial advice to the government.

Unequal access to information – The firm has not had access to nonpublic information as part of its performance of a Collier County project identified above which may have provided the contractor (or an affiliate) with an unfair competitive advantage in current or future solicitations and contracts.

In addition to this signed affidavit, the contractor / vendor must provide the following:

1. All documents produced as a result of the work completed in the past or currently being worked on for the above-mentioned project; and,
2. Indicate if the information produced was obtained as a matter of public record (in the “sunshine”) or through non-public (not in the “sunshine”) conversation (s), meeting(s), document(s) and/or other means.

Failure to disclose all material or having an organizational conflict in one or more of the three categories above be identified, may result in the disqualification for future solicitations affiliated with the above referenced project(s).

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the project identified above has been fully disclosed and does not pose an organizational conflict.

 Company Name

 Signature

 Print Name and Title

State of _____

County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____ (month), _____ (year), by _____ (name of person acknowledging).

 (Signature of Notary Public - State of Florida)

 (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification

 Type of Identification Produced



Form 3: Immigration Affidavit Certification

This Affidavit is required and should be signed, by an authorized principal of the firm and submitted with formal solicitation submittals. Further, Vendors are required to be enrolled in the E-Verify program (<https://www.e-verify.gov/>), at the time of the submission of the Vendor’s proposal/bid. Acceptable evidence of your enrollment consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company *which will be produced at the time of the submission of the Vendor’s proposal/bid or within five (5) day of the County’s Notice of Recommend Award.*

FAILURE TO EXECUTE THIS AFFIDAVIT CERTIFICATION AND SUBMIT WITH VENDOR’S PROPOSAL/BID MAY DEEM THE VENDOR’S AS NON-RESPONSIVE.

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

Collier County may consider the employment by any Vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by Collier County.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Vendor’s proposal/bid.

Company Name

Signature

Print Name and Title

State of _____

County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____ (month), _____(year), by _____(name of person acknowledging).

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification

Type of Identification Produced



Form 4: Vendor Submittal – Local Vendor Preference Certification

(Check Appropriate Boxes Below)

State of Florida (Select County if Vendor is described as a Local Business)

- Collier County
- Lee County

Vendor affirms that it is a local business as defined by the Procurement Ordinance of the Collier County Board of County Commissioners and the Regulations Thereto. As defined in Section Fifteen of the Collier County Procurement Ordinance:

Local business means the vendor has a current Business Tax Receipt issued by the Collier County Tax Collector prior to bid or proposal submission to do business within Collier County, and that identifies the business with a permanent physical business address located within the limits of Collier County from which the vendor’s staff operates and performs business in an area zoned for the conduct of such business. A Post Office Box or a facility that receives mail, or a non-permanent structure such as a construction trailer, storage shed, or other non-permanent structure shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a vendor shall not be considered a "local business" unless it contributes to the economic development and well-being of Collier County in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities, support and increase to the County's tax base, and residency of employees and principals of the business within Collier County. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid or proposal to be eligible for consideration as a "local business" under this section. A vendor who misrepresents the Local Preference status of its firm in a proposal or bid submitted to the County will lose the privilege to claim Local Preference status for a period of up to one year under this section.

Vendor must complete the following information:

Year Business Established in Collier County or Lee County: _____

Number of Employees (Including Owner(s) or Corporate Officers): _____

Number of Employees Living in Collier County or Lee (Including Owner(s) or Corporate Officers): _____

If requested by the County, Vendor will be required to provide documentation substantiating the information given in this certification. **Failure to do so will result in vendor’s submission being deemed not applicable.**

Sign and Date Certification:

Under penalties of perjury, I certify that the information shown on this form is correct to my knowledge.

Company Name: _____ Date: _____

Address in Collier or Lee County: _____

Signature: _____ Title: _____



Form 5 Reference Questionnaire
(USE ONE FORM FOR EACH REQUIRED REFERENCE)

Solicitation: [REDACTED]		
Reference Questionnaire for: [REDACTED]		
(Name of Company Requesting Reference Information)		
(Name of Individuals Requesting Reference Information)		
Name: (Evaluator completing reference questionnaire)	Company: (Evaluator's Company completing reference)	
Email:	FAX:	Telephone:

Collier County has implemented a process that collects reference information on firms and their key personnel to be used in the selection of firms to perform this project. The Name of the Company listed in the Subject above has listed you as a client for which they have previously performed work. Please complete the survey. Please rate each criteria to the best of your knowledge on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). If you do not have sufficient knowledge of past performance in a particular area, leave it blank and the item or form will be scored "0."

Project Description: _____ Completion Date: _____

Project Budget: _____ Project Number of Days: _____

Item	Criteria	Score (must be completed)
1	Ability to manage the project costs (minimize change orders to scope).	
2	Ability to maintain project schedule (complete on-time or early).	
3	Quality of work.	
4	Quality of consultative advice provided on the project.	
5	Professionalism and ability to manage personnel.	
6	Project administration (completed documents, final invoice, final product turnover; invoices; manuals or going forward documentation, etc.)	
7	Ability to verbally communicate and document information clearly and succinctly.	
8	Ability to manage risks and unexpected project circumstances.	
9	Ability to follow contract documents, policies, procedures, rules, regulations, etc.	
10	Overall comfort level with hiring the company in the future (customer satisfaction).	
TOTAL SCORE OF ALL ITEMS		

FORM 6**IF APPLICABLE**

**GRANT PROVISIONS AND ASSURANCES FORMS
ARE PROVIDED IN SEPARATE PACKAGE AND
MUST BE COMPLETED AND EXECUTED IN
ITS ENTIRTY AND RETURNED WITH THE
SUBMISSION OF THE BID/PROPOSAL.**

**FAILURE TO DO SO MAY DEEM YOU NON-
RESPONSIVE.**



**CONFIRM ALL REQUIRED LICENSES AND
FORMS ARE COMPLETED AND EXECUTED IN
ITS ENTIRTY AND RETURNED WITH THE
SUBMISSION OF THE BID/PROPOSAL.**

**FAILURE TO DO SO MAY DEEM YOU NON-
RESPONSIVE.**

- 8. Performance and Payment Bonds For projects in excess of \$200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.
- 9. Vendor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Vendor shall provide County with certificates of insurance meeting the required insurance provisions.
- 10. Collier County must be named as "ADDITIONAL INSURED" on the Insurance Certificate for Commercial General Liability where required. This insurance shall be primary and non-contributory with respect to any other insurance maintained by, or available for the benefit of, the Additional Insured and the Vendor's policy shall be endorsed accordingly.
- 11. The Certificate Holder shall be named as Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR Collier County Government, OR Collier County. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of Collier County.
- 12. **On all certificates, the Certificate Holder must read:** Collier County Board of County Commissioners, 3295 Tamiami Trail East, Naples, FL 34112
- 13. **Thirty (30) Days Cancellation Notice** required.
- 14. Collier County shall procure and maintain Builders Risk Insurance on all construction projects where it is deemed necessary. Such coverage shall be endorsed to cover the interests of Collier County as well as the Contractor. Premiums shall be billed to the project and the Contractor shall not include Builders Risk premiums in its project proposal or project billings. All questions regarding Builder's Risk Insurance will be addressed by the Collier County Risk Management Division.

7/6/20 - CC

Vendor's Insurance Statement

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of this solicitation. The insurance submitted must provide coverage for a minimum of six (6) months from the date of award.

Name of Firm _____ Date _____

Vendor Signature _____

Print Name _____

Insurance Agency _____

Agent Name _____ Telephone Number _____

REQUEST FOR PROPOSAL (RFP) INSTRUCTIONS**1. QUESTIONS**

- 1.1 Direct questions related to this Request for Proposal (RFP) to the Collier County Procurement Services Division Online Bidding System website: <https://www.bidsync.com/bidsync-cas/>.
- 1.2 Proposer/Vendor/Firm must clearly understand that the only official answer or position of the County will be the one stated on the Collier County Procurement Services Division Online Bidding System website. For general questions, please call the referenced Procurement Strategist noted on the cover page.

2. PRE-PROPOSAL CONFERENCE (if applicable)

- 2.1 The purpose of the pre-proposal conference is to allow an open forum for discussion and questioning with County staff regarding the RFP with all prospective vendors having an equal opportunity to hear and participate. Oral questions will receive oral responses, neither of which will be official, nor become part of the RFP. Only written responses to written questions will be considered official, and will be included as part of the RFP as an addendum.
- 2.2 All prospective vendors are strongly encouraged to attend, as, this will usually be the only pre-proposal conference for this solicitation. If this pre-proposal conference is denoted as “mandatory”, prospective Vendors must be present in order to submit a proposal response.

3. COMPLIANCE WITH THE RFP

Proposals must be in strict compliance with this RFP. Failure to comply with all provisions of the RFP may result in disqualification.

4. AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THE RFP

It is the sole responsibility of the vendor if they discover any ambiguity, conflict, discrepancy, omission or other error in the RFP, to immediately notify the Procurement Professional, noted herein, of such error in writing and request modification or clarification of the document prior to submitting the proposal. The Procurement Professional will make modifications by issuing a written revision and will give written notice to all parties who have received this RFP from the Procurement Services Division.

5. ADDENDA

The County reserves the right to formally amend and/or clarify the requirements of the solicitation where it deems necessary. Any such addendum/clarification shall be in writing and notifications shall be distributed electronically to all parties who received the original RFP prior to the deadline for submission of proposals. All changes to this RFP will be conveyed electronically through a notice of addendum or questions and answers to all Vendors registered under the applicable commodity code(s) at the time when the original RFP was released, as well as those Vendors who downloaded the RFP document. All addendums are posted on the Collier County Procurement Services Division Online Bidding System website: <https://www.bidsync.com/bidsync-cas/>. Before submitting a proposal, please make sure that you have read all documents provided, understood clearly and complied completely with any changes stated in the addenda as failure to do so may deem your submittal non-responsive.

6. PROPOSALS, PRESENTATIONS, AND PROTEST COSTS

The County will not be liable in any way for any costs incurred by any Vendor in the preparation of its proposal in response to this RFP, nor for the presentation of its proposal and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

7. DELIVERY OF PROPOSALS

- 7.1 All proposals are to be submitted by the due date and Naples local time, on the Collier County Procurement Services Division Online Bidding System website: <https://www.bidsync.com/bidsync-cas/>.

7.2 The County does not bear the responsibility for proposals delivered to the Procurement Services Division past the stated date and/or time indicated.

8. VALIDITY OF PROPOSALS

No proposal can be withdrawn after it is opened unless the vendor makes their request in writing to the County. All proposals shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

9. METHOD OF SOURCE SELECTION

9.1 The County is using the Competitive Sealed Proposals methodology of source selection for this procurement, as authorized by Ordinance Number 2017-08, as amended, establishing and adopting the Collier County Procurement Ordinance.

9.2 If the County receives proposals from less than three (3) firms, the Procurement Director shall review all the facts and determine if it is in the best interest of the County to solicit additional proposals or request that the Selection Committee rank order the received proposals.

10. EVALUATION OF PROPOSALS

10.1 The County's procedure for selection is as follows:

10.1.1 The Procurement Services Director shall appoint a selection committee to review all proposals submitted.

10.1.2 The Request for Proposal is issued.

10.1.3 Subsequent to the closing date of the solicitation, the Procurement Professional will review the proposals received and verify each proposal to determine if it minimally responds to the requirements of the published RFP.

10.1.4 Selection committee meetings will be open to the public and publicly noticed by the Procurement Services Division.

10.1.5 In an initial organization meeting, the selection committee members will receive instructions, the submitted proposals, and establish the next selection committee meeting date and time. After the first meeting, the Procurement professional will publicly announce all subsequent committee meeting dates and times. The subsequent meeting dates and times will be publicly posted with at least seventy-two hours advanced notice.

10.1.6 Selection committee members will independently review and score each proposal based on the evaluation criteria stated in the request for proposal using the Individual Selection Committee Scoresheet and prepare comments for discussion at the next meeting. The Individual Selection Committee Scoresheet is merely a tool to assist the selection committee member in their review of the proposals.

10.1.7 At the publicly noticed selection committee meeting, the members will present their independent findings / conclusions / comments based on their reading and interpretation of the materials presented to each other, and may ask questions of one another. Time will be allowed for public comment.

10.1.8 Collier County selection committee members may consider all the material submitted by the Proposer and other information Collier County may obtain to determine whether the Proposer is capable of and has a history of successfully completing projects of this type, including, without limitation, additional information Collier County may request, clarification of proposer information, and/or additional credit information.

10.1.9 Once the individual scoring has been completed, the Procurement professional will read the results publicly. The committee will make a determination if oral presentations are needed and which firms will be invited to give oral presentations by short listing the proposals submitted. The selection committee may ask for additional information, present materials, interview, ask questions, etc. The members may consider any and all information obtained through this method in formulating their final ranking.

10.1.10 The selection committee's overall rank of firms in order of preference (from highest score or beginning with a rank of one (1) if presentations were held) will be discussed and reviewed by the Procurement Professional. By

final tabulation, and having used all information presented (proposal, presentation, references, etc.), the selection committee members will vote and thus create a final ranking and staff will subsequently enter into negotiations.

- 10.2 The County reserves the right to withdraw this RFP at any time and for any reason, and to issue such clarifications, modifications, addendums, and/or amendments as it may deem appropriate, including, but not limited, to requesting supplemental proposal information.
- 10.3 Receipt of a proposal by the County offers no rights upon the proposer nor obligates the County in any manner.
- 10.4 Acceptance of the proposal does not guarantee issuance of any other governmental approvals.

11. REFERENCES

The County reserves the right to contact any and all references submitted as a result of this solicitation.

12. RESERVED RIGHTS

Collier County reserves the right in any solicitation to accept or reject any or all bids, proposals or offers; to waive minor irregularities and technicalities; or to request resubmission. Also, Collier County reserves the right to accept all or any part of any bid, proposal, or offer, and to increase or decrease quantities to meet additional or reduced requirements of Collier County. Collier County reserves the right to cancel, extend, or modify any or all bids, proposals or offers and to negotiate with any responsible providers to secure the best terms and conditions when it is deemed to be in the best of the County. County reserves its right to reject any sole response.

13. INSURANCE AND BONDING REQUIREMENTS

- 13.1 The Vendor shall at its own expense, carry and maintain insurance coverage from responsible companies duly authorized to do business in the State of Florida as set forth in the Insurance and Bonding attachment of this solicitation. The Vendor shall be required to provide the Certificate of Insurance(s) with the limits set forth in the solicitation within five (5) days upon notification of selection for award. If the Vendor cannot provide the document within the referenced timeframe, the County reserves the right to award to another Vendor. The Vendor shall procure and maintain property insurance upon the entire project, if required, to the full insurable value of the scope of work.
- 13.2 The County and the Vendor waive against each other and the County's separate Vendors, Contractors, Design Vendor, Subcontractors agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. The Vendor and County shall, where appropriate, require similar waivers of subrogation from the County's separate Vendors, Design Vendors and Subcontractors and shall require each of them to include similar waivers in their contracts.
- 13.3 Collier County shall be responsible for purchasing and maintaining, its own liability insurance.
- 13.4 Certificates issued as a result of the award of this solicitation must identify "For any and all work performed on behalf of Collier County."
- 13.5 The General Liability Policy provided by Vendor to meet the requirements of this solicitation shall name Collier County, Florida, as an additional insured as to the operations of Vendor under this solicitation and shall contain a severability of interests provisions.
- 13.6 Collier County Board of County Commissioners shall be named as the Certificate Holder. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of Collier County. The "Certificate Holder" should read as follows:

***Collier County Board of County Commissioners
Naples, Florida***

- 13.7 The amounts and types of insurance coverage shall conform to the minimum requirements set forth in Insurance and Bonding attachment, with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If Vendor has any self-insured retentions or deductibles under any of the below listed minimum required coverage, Vendor must identify on the Certificate of Insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be Vendor's sole responsibility.

- 13.8 Coverage(s) shall be maintained without interruption from the date of commencement of the Work until the date of completion and acceptance of the scope of work by the County or as specified in this solicitation, whichever is longer.
- 13.9 The Vendor and/or its insurance carrier shall provide 30 days written notice to the County of policy cancellation or non-renewal on the part of the insurance carrier or the Vendor. The Vendor shall also notify the County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Vendor from its insurer and nothing contained herein shall relieve Vendor of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by Vendor hereunder, Vendor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.
- 13.10 Should at any time the Vendor not maintain the insurance coverage(s) required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge the Vendor for such coverage(s) purchased. If Vendor fails to reimburse the County for such costs within thirty (30) days after demand, the County has the right to offset these costs from any amount due Vendor under this Agreement or any other agreement between the County and Vendor. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.
- 13.11 If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the scope of work, the Vendor shall furnish to the County renewal or replacement Certificate(s) of Insurance not later than ten (10) calendar days after the expiration date on the certificate. Failure of the Vendor to provide the County with such renewal certificate(s) shall be considered justification for the County to terminate any and all contracts.

14. ADDITIONAL ITEMS AND/OR SERVICES

Additional items and / or services may be added to the resultant contract, or purchase order, in compliance with the Procurement Ordinance.

15. COUNTY'S RIGHT TO INSPECT

The County or its authorized Agent shall have the right to inspect the Vendor's facilities/project site during and after each work assignment the Vendor is performing.

The County reserves the right to take into consideration a vendor's past performance under a prior or current County contract when it is considering the granting of a new contract, the assignment of a work order, or any additional work. Past poor performance may result in the County deeming the vendor non-responsible and therefore refraining from awarding such work.

16. VENDOR PERFORMANCE EVALUATION

The County has implemented a Vendor Performance Evaluation System for all contracts awarded in excess of \$25,000. To this end, vendors will be evaluated on their performance upon completion/termination of this Agreement.

The County reserves the right to take into consideration a Vendor's past performance under a prior or current County contract when it is considering the granting of a new contract, the assignment of a work order, or any additional work. Past poor performance may result in the County deeming the vendor non-responsible and therefore refraining from awarding such work.

17. ADDITIONAL TERMS AND CONDITIONS OF CONTRACT

- 17.1 The selected Vendor shall be required to sign a standard Collier County contract or accept the County's Purchase Order terms and conditions to serve as a formal contact.
- 17.2 The resultant contract(s) may include purchase or work orders issued by the County's Project Manager (a/k/a Contract Administrative Agent).

- 17.3 The County reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of Collier County. A sample copy of this contract is available upon request. The County will not be obligated to sign any contracts, maintenance and/or service agreements, other documents or agree to any exceptions to the County's terms and conditions provided by the Vendor.
- 17.4 The County's Project Manager shall coordinate with the Vendor / Contractor the return of any surplus assets, including materials, supplies, and equipment associated with the scope or work.

18. PUBLIC RECORDS COMPLIANCE

- 18.1 Florida Public Records Law Chapter 119, including specifically those contractual requirements in 119.0701(2)(a)-(b) as follows:

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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Communication and Customer Relations Division

3299 Tamiami Trail East

Suite 102

Naples, FL 34112-5746

Telephone: (239) 252-8383

- 18.2 The Contractor must specifically comply with the Florida Public Records Law to:
- 18.2.1 Keep and maintain public records required by the public agency to perform the service.
- 18.2.2 Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.
- 18.2.3 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 contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
- 18.2.4 Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

19. PAYMENT METHOD

- 19.1 Payments are made in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes. Vendor's invoices must include:
- 19.1.1 Purchase Order Number
- 19.1.2 Description and quantities of the goods or services provided per instructions on the County's purchase order or contract. Invoices shall be sent to:

Board of County Commissioners Clerk's Finance Department**ATTN: Accounts Payable****3299 Tamiami Trail East, Suite 700****Naples FL 34112****Or****Emailed to: bccapclerk@collierclerk.com**

19.2 Payments will be made for articles and/or services furnished, delivered, and accepted, upon receipt and approval of invoices submitted on the date of services or within six (6) months after completion of contract. Any untimely submission of invoices beyond the specified deadline period is subject to non-payment under the legal doctrine of "laches" as untimely submitted. Time shall be deemed of the essence with respect to the timely submission of invoices under this agreement.

19.3 In instances where the successful Vendor may owe debts (including, but not limited to taxes or other fees) to Collier County and the contractor has not satisfied nor made arrangement to satisfy these debts, the County reserves the right to off-set the amount owed to the County by applying the amount owed to the vendor or contractor for services performed of for materials delivered in association with a contract.

19.4 Invoices shall not reflect sales tax. After review and approval, the invoice will be transmitted to the Finance Division for payment. Payment will be made upon receipt of proper invoice and in compliance with Chapter 218 Florida Statutes, otherwise known as the "Local Government Prompt Payment Act." Collier County reserves the right to withhold and/or reduce an appropriate amount of any payment for work not performed or for unsatisfactory performance of Contractual requirements.

20. ENVIRONMENTAL HEALTH AND SAFETY

20.1 All Vendors and Sub Vendors performing service for Collier County are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Vendors and Sub Vendors shall be responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. All firewall penetrations must be protected in order to meet Fire Codes.

20.2 Collier County Government has authorized OSHA representatives to enter any Collier County facility, property and/or right-of-way for the purpose of inspection of any Vendor's work operations. This provision is non-negotiable by any department and/or Vendor.

20.3 All new electrical installations shall incorporate NFPA 70E Short Circuit Protective Device Coordination and Arc Flash Studies where relevant as determined by the engineer.

20.4 All electrical installations shall be labeled with appropriate NFPA 70E arch flash boundary and PPE Protective labels.

21. POLLUTION PREVENTION

The vendor is required to implement industry relevant pollution prevention and best management practices. Should pollution incidents occur, Collier County Pollution Control must be notified immediately.

22. LICENSES

22.1 The Vendor is required to possess the correct Business Tax Receipt, professional license, and any other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind. Additionally, copies of the required licenses must be submitted with the proposal response indicating that the entity proposing, as well as the team assigned to the County account, is properly licensed to perform the activities or work included in the contract documents. Failure on the part of any Vendor to submit the required documentation may be grounds to **DEEM VENDOR NON-RESPONSIVE**. A Vendor, with an office within Collier County is also required to have an occupational license.

22.2 All State Certified contractors who may need to pull Collier County permits or call in inspections must complete a Collier County Contractor License registration form and submit the required fee. After registering the license/registration will need to be renewed thereafter to remain “active” in Collier County.

22.3 If you have questions regarding professional licenses contact the Contractor Licensing, Community Development and Environmental Services at (239) 252-2431, 252-2432 or 252-2909. Questions regarding required occupational licenses, please contact the Tax Collector’s Office at (239) 252-2477.

23. SURVIVABILITY

The Vendor agrees that any Purchase Order/Work Order/Solicitation Documents that extends beyond the expiration date of the original Solicitation will survive and remain subject to the terms and conditions of that Agreement until the completion or termination.

24. PRINCIPAL/COLLUSION

By submission of this Proposal the undersigned, as Vendor, does declare that the only person or persons interested in this Proposal as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any person, company or parties making a Proposal, and that it is in all respects fair and in good faith without collusion or fraud.

25. RELATION OF COUNTY

It is the intent of the parties hereto that the Vendor shall be legally considered an independent Vendor, and that neither the Vendor nor their employees shall, under any circumstances, be considered employees or agents of the County, and that the County shall be at no time legally responsible for any negligence on the part of said Vendor, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

26. TERMINATION

Should the Vendor be found to have failed to perform services in a manner satisfactory to the County, the County may terminate this Agreement immediately for cause; further the County may terminate this Agreement for convenience with a thirty (30) day written notice. The County shall be sole judge of nonperformance. In the event that the award of this solicitation is made by the Procurement Services Director, the award and any resultant purchase orders may be terminated at any time by the County upon thirty (30) days written notice to the awarded vendor(s) pursuant to the Board’s Procurement Ordinance.

27. LOBBYING

After the issuance of any solicitation, no current or prospective vendor or any person acting on their behalf, shall contact, communicate with or discuss any matter relating to the solicitation with any Collier County employee or elected or appointed official, other than the Procurement Services Director or his/her designees. This prohibition ends upon execution of the final contract or upon cancellation of the solicitation. Any current or prospective vendor that lobbies any Collier County employee or elected or appointed official while a solicitation is open or being recommended for award (i) may be deemed ineligible for award of that solicitation by the Procurement Services Director, and (ii) will be subject to Suspension and Debarment outlined in section Twenty-Eight of County Procurement Ordinance 2017-08, as amended.

28. CERTIFICATE OF AUTHORITY TO CONDUCT BUSINESS IN THE STATE OF FLORIDA (FL Statute 607.1501)

In order to be considered for award, firms must be registered with the Florida Department of State Divisions of Corporations in accordance with the requirements of Florida Statute 607.1501 and provide a certificate of authority (www.sunbiz.org/search.html) prior to execution of a contract. A copy of the document should be submitted with the solicitation response and the document number should be identified. Firms who do not provide the certificate of authority at the time of response shall be required to provide same within five (5) days upon notification of selection for award. If the firm cannot provide the document within the referenced timeframe, the County reserves the right to award to another firm.

29. SINGLE PROPOSAL

Each Vendor must submit, with their proposal, the required forms included in this RFP. Only one proposal from a legal entity as a primary will be considered. A legal entity that submits a proposal as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-vendor to any other firm submitting under the same RFP. If a legal entity is

not submitting as a primary or as part of a partnership or joint venture as a primary, that legal entity may act as a sub-vendor to any other firm or firms submitting under the same RFP. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

30. PROTEST PROCEDURES

- 30.1 Any Vendor who alleges to be aggrieved in connection with the solicitation or award of a contract, may protest to the Procurement Services Director, who shall serve as the sole receipt of the any and all notices of intent to protest and all formal protests.
- 30.2 With respect to a protest of the terms, conditions and specifications contained in a solicitation, including any provisions governing the methods for evaluation of bids, proposals or replies, awarding contracts, reserving rights for further negotiation or modifying or amending any contract, the protesting party shall file a notice of intent to protest within three (3) days, excluding weekends and County holidays, after the first publication, whether by posting or formal advertisement of the solicitation. The formal written protest shall be filed within five (5) days of the date the notice of intent is filed. Formal protests of the terms, conditions and specifications shall contain all of the information required for the Procurement Services Director, to render a decision on the formal protest and determine whether postponement of the bid opening or proposal/response closing time is appropriate. The Procurement Services Director's decision shall be considered final and conclusive unless the protesting party files an appeal of the Procurement Services Director's decision.
- 30.3 Any actual proposer or respondent to who desires to protest a recommended contract award shall submit a notice of intent to protest to the Procurement Services Director within three (3) calendar days, excluding weekends and County holidays, from the date of the initial posting of the recommended award.
- 30.4 All formal protests with respect to a recommended contract award shall be submitted in writing to the Procurement Services Director for a decision. Said protests shall be submitted within five (5) calendar days, excluding weekends and County holidays, from the date that the notice of intent to protest is received by the Procurement Services Director, and accompanied by the required fee.
- 30.5 Complete instructions for formal protest are set forth in Section 23 of Collier County Procurement Ordinance 2017-08, as amended. The protesting party must have standing as defined by established Florida case law to maintain a protest.

31. PUBLIC ENTITY CRIME

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 of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or vendor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted Vendor list.

32. SECURITY AND BACKGROUND CHECKS

- 32.1 The Contractor is required to comply with County Ordinance 2004-52, as amended. Background checks are valid for five (5) years and the Contractor shall be responsible for all associated costs. If required, Contractor shall be responsible for the costs of providing background checks by the Collier County Facilities Management Division for all employees that shall provide services to the County under this Agreement. This may include, but not be limited to, checking federal, state and local law enforcement records, including a state and FBI fingerprint check, credit reports, education, residence and employment verifications and other related records. Contractor shall be required to maintain records on each employee and make them available to the County for at least four (4) years.
- 32.2 All of Contractor's employees and subcontractors must wear Collier County Government Identification badges at all times while performing services on County facilities and properties. Contractor ID badges are valid for one (1) year from the date of issuance and can be renewed each year at no cost to the Contractor during the time period in which their

background check is valid, as discussed below. All technicians shall have on their shirts the name of the contractor's business.

32.3 The Contractor shall immediately notify the Collier County Facilities Management Division via e-mail (DL-FMOPS@colliergov.net) whenever an employee assigned to Collier County separates from their employment. This notification is critical to ensure the continued security of Collier County facilities and systems. Failure to notify within four (4) hours of separation may result in a deduction of \$500 per incident.

32.4 CCSO requires separate fingerprinting prior to work being performed in any of their locations. This will be coordinated upon award of the contract. If there are additional fees for this process, the vendor is responsible for all costs.

33. CONFLICT OF INTEREST

Vendor shall complete the Conflict of Interest Affidavit included as an attachment to this RFP document. Disclosure of any potential or actual conflict of interest is subject to County staff review and does not in and of itself disqualify a firm from consideration. These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

34. PROHIBITION OF GIFTS TO COUNTY EMPLOYEES

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any County employee, as set forth in Chapter 112, Part III, Florida Statutes, the current Collier County Ethics Ordinance and County Administrative Procedure 5311. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with County staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the County for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

35. IMMIGRATION LAW AFFIDAVIT CERTIFICATION

35.1 Statutes and executive orders require employers to abide by the immigration laws of the United States and to employ only individuals who are eligible to work in the United States.

35.2 The Employment Eligibility Verification System (E-Verify) operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), provides an Internet-based means of verifying employment eligibility of workers in the United States; it is not a substitute for any other employment eligibility verification requirements. The program will be used for Collier County formal Invitations to Bid (ITB) and Request for Proposals (RFP) including Request for Professional Services (RFP) and construction services.

35.3 Exceptions to the program:

35.3.1 Commodity based procurement where no services are provided.

35.3.2 Where the requirement for the affidavit is waived by the Board of County Commissioners

35.4 Vendors are required to be enrolled in the E-Verify program at the time of submission of the bid. Acceptable evidence of your enrollment consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company which will be produced at the time of the submission of the Vendor's proposal/bid or within five (5) day of the County's Notice of Recommend Award. **FAILURE TO EXECUTE THIS AFFIDAVIT CERTIFICATION AND SUBMIT WITH VENDOR'S PROPOSAL/BID MAY DEEM THE VENDOR'S AS NON-RESPONSIVE.**

35.5 Additionally, Vendors shall require all subcontracted Vendors to use the E-Verify system for all purchases not covered under the "Exceptions to the program" clause above.

35.6 For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: <http://www.dhs.gov/E-Verify>. It shall be the Vendor's responsibility to familiarize themselves with all rules and regulations governing this program.

35.7 Vendor acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended and with the provisions contained within this affidavit.

Failure by the awarded firm(s) to comply with the laws referenced herein or the provisions of this affidavit shall constitute a breach of the award agreement and the County shall have the discretion to unilaterally terminate said agreement immediately.

36. COLLIER COUNTY INFORMATION TECHNOLOGY REQUIREMENTS

All vendor access will be done via VPN access only. All access must comply with current published County Manager Agency (CMA) policies. Current policies that apply are CMAs 5402, 5403 and 5405. These policies will be available upon request from the Information Technology Department. All vendors will be required to adhere to IT policies for access to the County network. Vendors are required to notify the County in writing twenty-four (24) hours in advance as to when access to the network is planned. Included in this request must be a detailed work plan with actions that will be taken at the time of access. The County IT Department has developed a Technical Architecture Requirements Document.

37. GRANT COMPLIANCE

The purchase of any goods and/or services that are funded through Federal Grant Appropriations, the State of Florida, or any other public or private foundations shall be subject to the compliance and reporting requirements of the granting agency. The Vendor agrees include with the bid submission all the completed and fully executed Grant documents provided as an attachment to the solicitation, **or you may BE DEEMED NON-RESPONSIVE.**

38. LOCAL VENDOR PREFERENCE (LVP)

Any Vendor claiming local vendor preference must complete the required form and submit a Collier or Lee Business Tax receipt with their submission.

39. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES

Collier County encourages and agrees to the successful vendor extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful vendor.

Certification: The Vendor hereby agrees to comply with the instructions above, by submission of a bid/proposal.



Collier County
Purchase Order Terms and Conditions

1. Offer

This offer is subject to cancellation by the COUNTY without notice if not accepted by VENDOR within fourteen (14) days of issuance.

2. Acceptance and Confirmation

This Purchase Order (**including all documents attached to or referenced herein**) constitutes the entire agreement between the parties, unless otherwise specifically noted by the COUNTY on the face of this Purchase Order. Each delivery of goods and/or services received by the COUNTY from VENDOR shall be deemed to be upon the terms and conditions contained in this Purchase Order.

No additional terms may be added and Purchase Order may not be changed except by written instrument executed by the COUNTY. VENDOR is deemed to be on notice that the COUNTY objects to any additional or different terms and conditions contained in any acknowledgment, invoice or other communication from VENDOR, notwithstanding the COUNTY'S acceptance or payment for any delivery of goods and/or services, or any similar act by VENDOR.

3. Inspection

All goods and/or services delivered hereunder shall be received subject to the COUNTY'S inspection and approval and payment therefore shall not constitute acceptance. All payments are subject to adjustment for shortage or rejection. All defective or nonconforming goods will be returned pursuant to VENDOR'S instruction at VENDOR'S expense.

To the extent that a purchase order requires a series of performances by VENDOR, the COUNTY prospectively reserves the right to cancel the entire remainder of the Purchase Order if goods and/or services provided early in the term of the Purchase Order are non-conforming or otherwise rejected by the COUNTY.

4. Shipping and Invoices

- a) All goods are FOB destination and must be suitably packed and prepared to secure the lowest transportation rates and to comply with all carrier regulations. Risk of loss of any goods sold hereunder shall transfer to the COUNTY at the time and place of delivery; provided that risk of loss prior to actual receipt of the goods by the COUNTY nonetheless remain with VENDOR.
- b) No charges will be paid by the COUNTY for packing, crating or cartage unless otherwise specifically stated in this Purchase Order. Unless otherwise provided in Purchase Order, no invoices shall be issued nor payments made prior to delivery. Unless freight and other charges are itemized, any discount will be taken on the full amount of invoice.
- c) All shipments of goods scheduled on the same day via the same route must be consolidated. Each shipping container must be consecutively numbered and marked to show this Purchase Order number. The container and Purchase Order numbers must be indicated on bill of lading. Packing slips must show Purchase Order number and must be included on each package of less than container load (LCL) shipments and/or with each car load of equipment. The COUNTY reserves the right to refuse or return any shipment or equipment at VENDOR'S expense that is not marked with Purchase Order numbers. VENDOR agrees to declare to the carrier the value of any shipment made under this Purchase Order and the full invoice value of such shipment.
- d) All invoices must contain the Purchase Order number and any other specific information as identified on the Purchase Order. Discounts of prompt payment will be computed from the date of receipt of goods or from date of receipt of invoices, whichever is later. Payment will be made upon receipt of a proper invoice and in compliance with Chapter 218, Fla. Stats., otherwise known as the "Local Government Prompt Payment Act," and, pursuant to the Board of County Commissioners Purchasing Policy.

5. Time Is Of the Essence

Time for delivery of goods or performance of services under this Purchase Order is of the essence. Failure of VENDOR to meet delivery schedules or deliver within a reasonable time, as interpreted by the COUNTY alone, shall entitle the COUNTY to seek all remedies available to it at law or in equity. VENDOR agrees to reimburse the COUNTY for any expenses incurred in enforcing its rights. VENDOR further agrees that undiscovered delivery of nonconforming goods and/or services is not a waiver of the COUNTY'S right to insist upon further compliance with all specifications.

6. Changes

The COUNTY may at any time and by written notice make changes to drawings and specifications, shipping instructions, quantities and delivery schedules within the general scope of this Purchase Order. Should any such change increase or decrease the cost of, or the time required for performance of the Purchase Order, an equitable adjustment in the price and/or delivery schedule will be negotiated by the COUNTY and VENDOR. Notwithstanding the foregoing, VENDOR has an affirmative obligation to give notice if the changes will decrease costs. Any claims for adjustment by VENDOR must be made within thirty (30) days from the date the change is ordered or within such additional period of time as may be agreed upon by the parties.

7. Warranties

VENDOR expressly warrants that the goods and/or services covered by this Purchase Order will conform to the specifications, drawings, samples or other descriptions furnished or specified by the COUNTY, and will be of satisfactory material and quality production, free from defects and sufficient for the purpose intended. Goods shall be delivered free from any security interest or other lien, encumbrance or claim of any third party. These warranties shall survive inspection, acceptance, passage of title and payment by the COUNTY.

8. Statutory Conformity

Goods and services provided pursuant to this Purchase Order, and their production and transportation shall conform to all applicable laws, including but not limited to the Occupational Health and Safety Act, the Federal Transportation Act and the Fair Labor Standards Act, as well as any law or regulation noted on the face of the Purchase Order.

9. Advertising

No VENDOR providing goods and services to the COUNTY shall advertise the fact that it has contracted with the COUNTY for goods and/or services, or appropriate or make use of the COUNTY'S name or other identifying marks or property without the prior written consent of the COUNTY'S Purchasing Department.

10. Indemnification

VENDOR shall indemnify and hold harmless the COUNTY from any and all claims, including claims of negligence, costs and expenses, including but not limited to attorneys' fees, arising from, caused by or related to the injury or death of any person (including but not limited to employees and agents of VENDOR in the performance of their duties or otherwise), or damage to property (including property of the COUNTY or other persons), which arise out of or are incident to the goods and/or services to be provided hereunder.

11. Warranty of Non-Infringement

- a) VENDOR represents and warrants that all goods sold or services performed under this Purchase Order are: a) in compliance with applicable laws; b) do not infringe any patent, trademark, copyright or trade secret; and c) do not constitute unfair competition.
- b) VENDOR shall indemnify and hold harmless the COUNTY from and against any and all claims, including claims of negligence, costs and expense, including but not limited to attorneys' fees, which arise from any claim, suit or proceeding alleging that the COUNTY'S use of the goods and/or services provided under this Purchase Order are inconsistent with VENDOR'S representations and warranties in section 11 (a).
- c) If any claim which arises from VENDOR'S breach of section 11 (a) has occurred, or is likely to occur, VENDOR may, at the COUNTY'S option, procure for the COUNTY the right to continue using the goods or services, or replace or modify the goods or services so that they become non-infringing, (without any material degradation in performance, quality, functionality or additional cost to the COUNTY).

12. Insurance Requirements

The VENDOR, at its sole expense, shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Purchase Order. Providing and maintaining adequate insurance coverage is a material obligation of the VENDOR. All insurance policies shall be executed through insurers authorized or eligible to write policies in the State of Florida.

13. Compliance with Laws

In fulfilling the terms of this Purchase Order, VENDOR agrees that it will comply with all federal, state, and local laws, rules, codes, and ordinances that are applicable to the conduct of its business. By way of non-exhaustive example, this shall include the American with Disabilities Act and all prohibitions against discrimination on the basis of race, religion, sex creed, national origin, handicap, marital status, or veterans status. Further, VENDOR acknowledges and without exception or stipulation shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the County shall have the discretion to unilaterally terminate said

agreement immediately. Any breach of this provision may be regarded by the COUNTY as a material and substantial breach of the contract arising from this Purchase Order.

14. Force Majeure

Neither the COUNTY nor VENDOR shall be responsible for any delay or failure in performance resulting from any cause beyond their control, including, but without limitation to war, strikes, civil disturbances and acts of nature. When VENDOR has knowledge of any actual or potential force majeure or other conditions which will delay or threatens to delay timely performance of this Purchase Order, VENDOR shall immediately give notice thereof, including all relevant information with respects to what steps VENDOR is taking to complete delivery of the goods and/or services to the COUNTY.

15. Assignment

VENDOR may not assign this Purchase Order, nor any money due or to become due without the prior written consent of the COUNTY. Any assignment made without such consent shall be deemed void.

16. Taxes

Goods and services procured subject to this Purchase Order are exempt from Florida sales and use tax on real property, transient rental property rented, tangible personal purchased or rented, or services purchased (Florida Statutes, Chapter 212), and from federal excise tax.

17. Annual Appropriations

The COUNTY'S performance and obligation to pay under this Purchase Order shall be contingent upon an annual appropriation of funds.

18. Termination

This Purchase Order may be terminated at any time by the COUNTY upon 30 days prior written notice to the VENDOR. This Purchase Order may be terminated immediately by the COUNTY for breach by VENDOR of the terms and conditions of this Purchase Order, provided that COUNTY has provided VENDOR with notice of such breach and VENDOR has failed to cure within 10 days of receipt of such notice.

19. General

- a) This Purchase Order shall be governed by the laws of the State of Florida. The venue for any action brought to specifically enforce any of the terms and conditions of this Purchase Order shall be the Twentieth Judicial Circuit in and for Collier County, Florida
- b) Failure of the COUNTY to act immediately in response to a breach of this Purchase Order by VENDOR shall not constitute a waiver of breach. Waiver of the COUNTY by any default by VENDOR hereunder shall not be deemed a waiver of any subsequent default by VENDOR.
- c) All notices under this Purchase Order shall be sent to the respective addresses on the face page by certified mail, return receipt requested, by overnight courier service, or by personal delivery and will be deemed effective upon receipt. Postage, delivery and other charges shall be paid by the sender. A party may change its address for notice by written notice complying with the requirements of this section.
- d) The Vendor agrees to reimbursement of any travel expenses that may be associated with this Purchase Order in accordance with Florida Statute Chapter 112.061, Per Diem and Travel Expenses for Public Officers, employees and authorized persons.
- e) In the event of any conflict between or among the terms of any Contract Documents related to this Purchase Order, the terms of the Contract Documents shall take precedence over the terms of the Purchase Order. To the extent any terms and /or conditions of this Purchase Order duplicate or overlap the Terms and Conditions of the Contract Documents, the provisions of the Terms and/or Conditions that are most favorable to the County and/or provide the greatest protection to the County shall govern.

Question and Answers for Solicitation #20-7783 - Mental Health Data Collaborative

Overall Solicitation Questions

There are no questions associated with this Solicitation.

Question Deadline: Aug 31, 2020 3:00:00 PM EDT