

## REQUEST FOR PROPOSAL (RFP) 2022-3366

Martin County Board of County Commissioners  
Attn: Purchasing Division  
2401 S.E. Monterey Road  
Stuart, Florida 34996  
[pur\\_div@martin.fl.us](mailto:pur_div@martin.fl.us)  
[www.martin.fl.us](http://www.martin.fl.us)

The Board of County Commissioners, Martin County, Florida, will receive sealed proposals for:

### **SECURITY & ACCESS CONTROL SERVICE, EQUIPMENT & INSTALLATION**

Sealed proposals will be received by the Information Desk on the 1<sup>st</sup> Floor at the address above or via DemandStar until **2:30 PM** local time, on **Wednesday, December 1, 2021**.

The complete bid document may be downloaded from [www.demandstar.com](http://www.demandstar.com) (online bidding site).

Martin County is an equal opportunity/affirmative action employer.

By order of the Board of County Commissioners of Martin County, Florida.

Publish:        The Stuart News        October 28, 2021

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## SCOPE OF SERVICES

The Contractor shall provide installation and service for the Martin County physical security program needs on an as needed basis, which includes but is not limited to, all hardware, software and other items associated with access control, video systems, investigative equipment and any other equipment which supports or falls under the Martin County Security program.

Martin County's security program has grown and developed using various technology, physical equipment and logical programs. Martin County only uses HID Access/ID card stock, as such; the Proposer must be a partner with HID. Martin County uses: Dell-based raid servers for a camera management and storage, access control software, perimeter detection equipment/system, video management programs, digital video recorders and network video recorders, with fixed and pan tilt zoom cameras. Martin County has HySecurity Gate Operators in use at various sites, integrated with access control. Access control equipment currently utilized includes but is not limited to: Access Control Unit (Field Panels), Remote Reader Electronics, proximity card readers (with keypad, slim-line etc.), magnetic locks and electric strikes. As security technology enhances itself annually, Martin County must also grow and change with the security technology. With growth in mind, Martin County does not install "limiting" access control or video solutions. Equipment utilized by the County may change due to technology improvements and or costs. All IP based equipment must be ONVIF Compliant.

This contract will not be for security metal detection or X-ray scanning equipment/service.

Contractor must maintain confidentiality and public disclosure exemption (*F.S.S. 119 sec. (3) Security (a) and F.S.S. 281.301.*) of the Security equipment and program specifics the entire length of the contract and then in perpetuity.

## MINIMUM REQUIREMENTS

- A. Proposer must be a Dell Customer Service Provider.
- B. Proposer must employ a Microsoft Certified Systems Engineer (MCSE) that is current on all server and workstation operating systems. This technician must be assigned to the Treasure Coast (FL) area.
- C. Proposer must include a proposed disaster recovery plan for the access server in direct approval and cooperation from United Technologies Corporation, (UTC).
- D. Proposer must be a partner with Lenel and have achieved Lenel Certified Expert in all concentration areas or equivalent.
- E. Proposer must be a current partner for service and equipment for the Intrepid intrusion detection system.
- F. Proposer must have an established partnership for servicing of HySecurity Gate operators and provide documentation to show history and duration of relationship.
- G. Proposer must be designated under the Department of Homeland Security SAFETY Act and must be Systems and Organization Controls 2 SOC2 Compliant.
- H. Proposer assigned staff and subcontractor staff shall meet all current FBI CJIS Security Policy requirements.
- I. Proposer must have at least three (3), locally assigned (Martin County/Treasure Coast, FL) service technicians that are currently certified in the following:
  1. Motorola Avigilon video management software
  2. UTC access control platforms

3. UTC hardware
  4. Lenel Certified Associate LCA & Lenel Certified Professional LCP or equivalent
  5. Axis Cameras
  6. Mobotix cameras
  7. Dell Server Administration with Dell Online Self Dispatch (DOSD)
  8. Intrepid detection equipment
  9. ONSSI Video management systems
  10. Burglar Alarm Systems Agent (BASA)
  11. Fiber Networking Certification
- J. Proposer must have and provide an established web-based service request platform for multiple service requestors within the county and provide documentation of functionality.
- K. Proposer must agree to assist in updating and keeping updated, the countywide inventory log for replacement/new and life cycle cost tracking.
- L. All new equipment and labor must be warranted for a minimum of one year after paid invoice.
- M. Proposer must agree that invoicing requirements, especially at Martin County’s end of Fiscal year, must be met. *(All invoices for service and installations prior to September must be submitted to the county by the second week of September. Any Invoices due to service or other need in the Month of September must have the invoices submitted to the County no later than October 7th of that year. Any invoices submitted after that would need Board approval to transfer funds to be paid, of which representatives of the Proposer would have to request said transfer/payment in front of the Board of County Commissioners, publicly televised.)*
- N. All Project work (especially underground conduit) shall have as built diagrams supplied at the end of project completion in digital electronic format agreed upon with the County. Marking tape must be installed 6” to 12” above conduit in underground installations. Trace wire shall be used for all fiber optic in ground installations.
- O. Proposer must provide electronic digital electronic drawings of new camera, access control and other security equipment used for all locations prior to installation using an electronic format agreed upon with the County.
- P. Service response times shall be:

<b>Normal</b>	<b>Priority</b>	<b>Emergency</b>
24-48 hours	Same day of request	Within 1 hour

## **CONTRACT**

A contract shall be awarded based on the requirements set forth in the RFP to the proposer(s) determined to be the most advantageous to the County.

The maximum total value of this contract shall not exceed \$10,000,000.00 over the life of the contract.

The Term of the Contract shall be for a period of three (3) years provided both parties are in agreement and there are no changes to the terms and conditions. Price escalations will be considered at the end of each year and must be documented with written verifications of industry price increases. The County shall reserve the right to terminate the Contract in accordance with the provisions under the Terms & Conditions herein. The contract may be renewed for two additional 1-year terms, at the County’s sole discretion, for a total maximum term of five (5) years. The awardee agrees to this condition by signing their bid.

## INSTRUCTIONS TO PROPOSERS

Proposers that do not meet the minimum qualifications and do not provide the required past project references may be deemed “non-responsive” and/or “non-responsible”.

1. Proposal to be provided in the order below:
  - a. Cover letter / statement of interest ***including e-mail address of person to be notified of award***, signed by an authorized corporate officer, principal, or partner. Include physical address of primary Consultant. (2 page limit)
  - b. Address items listed in “MINIMUM REQUIREMENTS” section of RFP
    - i. Provide copies of certificates, if applicable
  - c. Provide at least five (5) governmental references within the State of Florida that services are currently being provided to and number of years of continued service, including contact name with e-mail address and phone number (2 page limit)
  - d. Provide a list of service, installation and programming technicians located in Martin, St. Lucie or Palm Beach counties (complete form available on DemandStar)
  - e. List the labor rates for technician types (complete form available on DemandStar)
  - f. Provide a markup cost for manufacturers/suppliers listed and be able to provide cost verification/auditing for cost analysis for equipment and services for the duration of contract (complete form available on DemandStar)
  - g. Signed addenda (if any)
  - h. Bidder’s Qualification Statement
  - i. Conflict Affidavit
  - j. Drug Free Workplace Certification
  - k. Public Entity Crimes Statement
2. **Applicants that do not comply with all the above instructions or do not include all of the requested data may not be considered.**
3. One (1) **electronic copy** of submittal on CD or thumb drive in PDF format shall be submitted. No paper copy is necessary.

### Delivery of Proposals:

Proposals may be submitted via hand delivery, mail, or e-bid.

### Hand Delivery or Mail:

One (1) **electronic copy** of the Proposal must be submitted in a sealed envelope, plainly marked on the outside with the Proposer’s name, RFP number and proposal due date. Proposals shall be delivered to the address detailed on the cover page of this RFP. If forwarded by regular mail or express mail, the sealed envelope containing the proposal and marked as directed above, shall be enclosed in another envelope addressed to the U.S. Mail address indicated on the cover page. If forwarded by overnight courier services (other than United States Postal Service Express Mail), the sealed envelope containing the proposal and marked as directed above, shall be enclosed in another envelope addressed to the street address indicated on the cover page. Proposals may be hand-delivered. Proposals by fax or e-mail will **NOT** be accepted. The County cautions proposers to assure actual delivery of mailed or hand-delivered proposals directly to the Martin County Administrative Center (Attn: Purchasing Division), 1st Floor, Information Desk, 2401

S.E. Monterey Road, Stuart, Florida. Confirmation of timely receipt of the proposal may be made by e-mailing [pur\\_div@martin.fl.us](mailto:pur_div@martin.fl.us) before bid opening time. Proposals received after the established deadline shall **not** be considered.

E-Bidding (via DemandStar) [www.demandstar.com](http://www.demandstar.com)

Upload one (1) electronic copy (single file) in PDF format to DemandStar.

E-bidding through the online bidding site shall be accepted in lieu of a sealed bid as outlined above. However, the proposer shall be responsible for ensuring that the required bid documents are properly uploaded and accepted by the online bidding site. The County shall not be responsible for nor accept proposal not properly uploaded by the proposal due date and time.

4. A Selection Committee will score the proposals based on the criteria below and may develop a short list of firms that will make a presentation to the committee.

<b>SELECTION CRITERIA</b>	<b>POINT VALUE</b>
Ability to meet minimum contract/RFP requirements	<b>0 – 30</b>
Past Experience, References, Existing Contracts with Similar Scope of Services	<b>0 – 30</b>
Labor Rates	<b>0 – 20</b>
Equipment Cost	<b>0 – 20</b>
<b>TOTAL POINTS</b>	<b>0 – 100</b>

\*Proposers shall not employ County employees or former County employees to work on County projects without prior approval of County.

### **ADDITIONAL INFORMATION**

1. **Prohibited Communications.** The cone of silence prohibits any communication regarding a RFB, RFP, RFQ or other competitive solicitation between any bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, AND any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County’s Architect, Engineer or their subconsultants, or to provide a recommendation to award a particular contract, other than Purchasing Division staff ([pur\\_div@martin.fl.us](mailto:pur_div@martin.fl.us)). The cone of silence shall be in effect from the time of advertisement until contract award. **Such communication shall result in disqualification.**
2. **Contract.** The successful Proposer shall be required to enter into the Contract included with this RFP. The Proposer understands that this RFP does not constitute an agreement or contract with the Proposer. County contracts are awarded only when a fully executed written agreement has been returned to the Proposer by the County.
3. All questions concerning this selection process, the RFP document and all attachments, and/ or the sample Contract Terms and Conditions must be addressed in writing to the Purchasing Division and e-mailed to [pur\\_div@martin.fl.us](mailto:pur_div@martin.fl.us)

**Questions shall be received no later than 5:00 PM on Monday the week prior to the proposal due date.**

4. No oral interpretation of this RFP shall be considered binding. The County shall be bound only when such statements are written and executed under the authority of the Purchasing Manager. Any and all interpretations and any supplemental instructions will be in the form of written addendum via the online bidding site ([www.demandstar.com](http://www.demandstar.com)). Failure of any Proposer to receive such addendum shall not relieve said Proposer from any obligation under the RFP submitted. All addenda issued shall become part of the Contract Documents.
5. The County reserves the right to reject any and all submittals with or without cause, to waive technicalities, or to accept those submittals which best serve the interests of the County.
6. In the event only one responsive proposal is received, the County reserves the right to award to the sole proposer, negotiate with the sole proposer, re-advertise the request for proposal, with or without making changes to the evaluation factors, or elect not to proceed.
7. All terms and conditions of the Martin County Purchasing Manual are incorporated into this RFP Document by reference and are fully binding. Respondents are required to submit their responses to this RFP, and to conduct their activities during this process in accordance with the Martin County Purchasing Manual. This solicitation, the subsequent evaluation, negotiations, and contract award shall be in accordance with the Martin County Purchasing Manual. The County reserves the right to disqualify, remove from consideration, or debar as appropriate, any vendor that does not comply with the applicable requirements set forth in the Martin County Purchasing Manual. The Purchasing Manual is available on the Martin County website ([www.martin.fl.us](http://www.martin.fl.us)). Type "Purchasing Manual" into the Search field.
8. Each Respondent, by submitting a Proposal in response to this RFP, hereby agrees to comply with, and perform in accordance with any and all policies and procedures provided in the Martin County Purchasing Manual, the County Administrative Code, and any and all other local, state, and federal rules, regulations, laws, codes and ordinances throughout the solicitation and contract term.
9. Proposals become a "public record" and shall be subject to disclosure consistent with Chapter 119, Florida Statutes, thirty (30) calendar days after the bid opening or upon bid award in accordance with Chapter 119, Fla. Stat.. Marking a proposal "confidential" or "proprietary" does not exclude all or any part of the proposal from disclosure under public records requirements. To claim the proposal or a portion thereof as exempt or confidential and exempt from disclosure, you must state the basis of the exemption, including the statutory citation to an exemption created or afforded by Florida Statutes; state in writing and with particularity the reasons for the conclusion that the proposal is exempt or confidential and exempt; and if only a portion of the proposal is claimed to be exempt or confidential and exempt, provide a redacted version of the proposal showing those portions claimed to be exempt or confidential and exempt. Proposals submitted with claimed exemptions shall be reviewed and release of these records shall be at the County's discretion. Failure to notify the County of claimed exemptions constitutes a waiver and the submittal will be released as requested.
10. Submittals may be withdrawn prior to due date by written request dispatched by the Proposer and received by the Purchasing Division before the time for receiving Submittals has expired.
11. The County reserves the right to request clarification of information submitted and to request

additional information of one or more Proposers after the deadline for receipt of Submittals.

12. Costs for preparation of a response to this request are solely those of the Proposer and the County assumes no responsibility for any such costs incurred by the Proposer. The County will not be liable for any costs incurred by the Proposer prior to execution of the contract by the parties.
13. Submittals shall be formatted to letter sized paper and with a minimum 12-point font.
14. Proposers are instructed NOT to fax or e-mail their submittal as they shall be rejected as non-responsive.
15. Proposers must indicate on the outside of their envelope the following:
  - RFP Number and Name
  - Due Date and Time
  - Name of Proposer

16. All Submittals must be manually and duly signed by an authorized corporate officer, principal, or partner (as applicable) with a signature in full on the Cover Letter/Statement of Interest.

**Proposers who are nonresident corporations shall furnish to the County evidence of their ability to transact business in the State of Florida along with their RFP.**

17. Submittals that contain any limiting terms and conditions that do not explicitly agree to provide the scope in the contract documents may be disqualified.
18. Any Proposer who presents in its RFP to the County, any information which is determined by the County, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect, may be disqualified from consideration.
19. The Proposer shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Proposer shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. Department of Transportation assisted contracts. Failure by the Proposer to carry out these requirements is a material breach of the contract which may result in the termination of the contract or such other remedy as the recipient deems appropriate.
20. It is the policy of the United States, the State of Florida, or the County that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns (hereinafter “small business concerns”) shall have the maximum practicable opportunity to participate in performing contracts, including contracts and subcontracts. It is further the policy that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns. The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the appropriate government agency as may be necessary to determine the extent of the Contractor’s compliance with this clause.

21. The successful proposer(s) will be required to monitor the performance of his employees on a periodic basis while they are assigned to the County. The successful proposer(s) is required to comply with the Immigration Reform Act of 1986 (IRCA) which requires all individuals hired after November 6, 1986, to provide employers with proof of citizenship or authorization to work in the United States.
22. As required by FS 287.133; "A person or affiliate who has been placed on the convicted vendor list following a conviction for Public Entity crime may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid or contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Vendor under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount in Section 287.017, for category two for a period of thirty-six months from the date of being placed on the convicted vendor list".
23. It is the policy of Martin County that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with funds derived from the U.S. Department of Transportation, Federal Transit Administration (FTA). Martin County utilizes the Florida Department of Transportation (FDOT) Florida Unified Certification Program (UCP) Disadvantaged Business Enterprise (DBE) Directory to identify all firms eligible to participate as DBE's. Martin County is not a certifying member of the Unified Certification Program. The COUNTY recognizes the DBE certification from FDOT and other certifying members that are FTA grant recipients in the State of Florida. DBEs responding to this RFP shall provide DBE certification information as part of their response.
24. Protests shall be in accordance with the procedure outlined in the Martin County Purchasing Manual which is available at [www.martin.fl.us](http://www.martin.fl.us). Type Purchasing Manual into the Search field.
25. Selection Committee meetings are posted on the County's website at [www.martin.fl.us](http://www.martin.fl.us) in accordance with the Florida Sunshine Law. Selection Committee meetings are open to the public.
26. Notification of shortlist shall be within 72 hours of a selection committee meeting via e-mail to all proposers. Proposers that do not provide an e-mail address as requested above shall not be notified.
27. Section 112.313, Fla. Stat., prohibits contracts with County employees, officers and advisory board members. All bidders must disclose the name of any Martin County officer or employee who is employed by (Section 112.313(7)) or owns, directly or indirectly an interest in the bidder's firm or any of its branches ( Section 112.313 (3)). Advisory Board Members, County officers or County employees may qualify for an exemption by submitting Commission on Ethics Form 3A with bid and filing such form with the Supervisor of Elections in accordance with Section 112.313(12)(b), Fla. Stat. Please contact the Purchasing division for additional information.
28. E-Verify. In compliance with Section 448.095, Fla. Stat., Consultant and its subconsultants shall, prior to beginning work under this Agreement, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.



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**SAMPLE**

**AGREEMENT BETWEEN COUNTY AND CONTRACTOR FOR  
GOODS AND SERVICES**

THIS AGREEMENT, effective this \_\_\_\_\_ day of \_\_\_\_\_ in the year, 2021, between:

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, (hereinafter COUNTY), located at 2401 S.E. Monterey Road, Stuart, FL 34996

AND the CONTRACTOR:  
(hereinafter CONTRACTOR)

Contract Name:

Contract Number:

Contract Term: Three (3) years plus two (2) 1-year renewal options

Not to Exceed Amount: \$

**WHEREAS,** COUNTY has previously determined that it has a need for goods and/or services more specifically outlined in the Request for Proposal (RFP) and the Scope of Services; and

**WHEREAS,** COUNTY solicited competitive bids for such services pursuant to the Martin County bid number referenced on Page 1 of this Agreement; and

**WHEREAS,** COUNTY awarded the Bid to CONTRACTOR; and

**WHEREAS,** CONTRACTOR has represented that it is able to satisfactorily provide the services and or materials according to the terms and conditions of the RFP, which is incorporated herein by reference, and the terms and conditions contained herein; and

**NOW THEREFORE,** in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. **Services to be Performed.** The CONTRACTOR hereby agrees to provide the COUNTY with goods and services, as requested and more specifically outlined in the Scope of Services attached hereto and made a part hereof as Exhibit A, this Agreement and all subsequent official documents that form the Contract Documents for this Agreement, including any additional contract terms contained herein.

2. **Time of Service.** Services shall be performed in a timely manner, as specified in the Request for Bid or as set forth herein.

3. **Term of Agreement/Option of Renewal.** This Agreement shall be in effect from the date of execution and for the term and agreed upon renewal options indicated on Page 1 of this Agreement. This Agreement may be extended subject to execution of a written agreement between the COUNTY and CONTRACTOR for up to 90 additional days beyond the term and agreed upon renewal options. This option shall be exercised only if all prices, terms and conditions remain the same, or decrease.

4. **Amendment of the Agreement.** This Agreement may be amended only by mutual written agreement signed by the parties. No statement, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or is binding upon any of them. The parties acknowledge that this agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

5. **Assignment/Subcontracting.** The CONTRACTOR shall perform all services and provide all goods and equipment required by this Agreement. No assignment or subcontracting shall be allowed without the prior written consent of the COUNTY. In the event of a corporate acquisition and/or merger, the CONTRACTOR shall provide written notice to the COUNTY within thirty (30) business days of CONTRACTOR'S notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this Agreement, which shall not be unreasonably exercised by the COUNTY, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state or federal laws. Action by the

COUNTY awarding a bid to a bidder, which has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purpose of this Agreement.

**6. Termination.**

6.1 COUNTY shall notify CONTRACTOR of any failure to comply with any requirement in the Scope of Work and shall notify CONTRACTOR in writing of such failure/default. CONTRACTOR shall correct such failure/default within five (5) working days. COUNTY shall have the right to terminate this Agreement if such correction is not made within the time specified above.

6.2 Failure of the CONTRACTOR to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the sole discretion of the COUNTY.

6.3 COUNTY reserves the right to cancel this Agreement, without cause, by giving thirty (30) days prior written notice to the CONTRACTOR of the intention to terminate.

**7. Compensation.** COUNTY shall pay CONTRACTOR upon CONTRACTOR's completion of, and COUNTY's acceptance of, the services required herein, in the amounts specified in the Price Schedule attached hereto and made a part hereof as Exhibit A. Price escalations will be considered at the end of each year and must be documented with written verifications of industry price increases. COUNTY shall pay invoices in accordance with the Local Government Prompt Payment Act.

**8. Permit/ Licenses.** CONTRACTOR must secure and maintain any and all permits and licenses required to complete this Agreement.

**9. Public Records.**

9.1 CONTRACTOR shall comply with the provisions of Chapter 119, Fla. Stat. (Public Records Law), in connection with this Agreement and shall provide access to public records in accordance with §119.0701, Fla. Stat. and more specifically Contractor shall:

9.1.1. Keep and maintain public records required by the County to perform the Agreement.

9.1.2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.

9.1.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the County.

9.1.4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the CONTRACTOR or keep and maintain public records required by the County to perform the Agreement. If the CONTRACTOR transfers all public records to the County upon completion of the Agreement, 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 Agreement, the CONTRACTOR shall meet all applicable requirements

for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

9.1.5 All blueprints, schematics and design drawings received by the CONTRACTOR from the COUNTY shall not be re-copied or forwarded to another party unless documented permission has been received by COUNTY. Documents shall be documented as retained, returned, or destroyed by CONTRACTOR accepting said documents. In accordance with the Florida Public Records Act, these documents are exempt from Public Disclosure as described in 119.071, Fla. Stat., general exemptions from inspection or copying of public records.

**9.2 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 (772) 419-6959, public\_records@martin.fl.us, 2401 SE MONTEREY ROAD, STUART, FL 34996.**

9.3 Failure to comply with the requirements of this Article shall be deemed a default as defined under the terms of this Agreement and constitute grounds for termination.

**10. Minimum Insurance Requirement.** The CONTRACTOR must maintain insurance in at least the amounts required throughout the term of this Agreement or any renewals or extensions. The CONTRACTOR must provide a Certificate of Insurance in accordance with the Insurance Requirements and as set forth herein naming the COUNTY as an additional named insured evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Agreement.

- a. Loss Deductible Clause: The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.
- b. Worker's Compensation Insurance: The Contractor shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of its employees connected with the work of this project and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation statute, the Contractor shall provide, and cause each subcontractor to provide adequate insurance, satisfactory to the COUNTY for the protection of its employees not otherwise protected. Coverage to include Employers Liability \$100,000 each accident, \$100,000 each Disease/Employee and \$500,000 each Disease/Maximum.
- c. Commercial Automobile Liability Insurance: The Contractor shall take out and maintain during the life of this agreement Comprehensive Automobile Liability Insurance for

“Any Auto” (owned, hired and non owned) for a minimum of \$1,000,000 Combined Single Limit.

- d. Commercial General Liability Insurance: The Contractor shall take out and maintain during the life of this agreement Commercial General Liability insurance Including coverage for bodily injury, property damage, personal/advertising injury and products/completed operations for negligent acts which may arise from operations under this Agreement whether such operations are alone or by anyone directly or indirectly employed by it. The policy should include Contractual Liability to cover the hold harmless and indemnity provision as set forth in this agreement. A per project limit of liability is required. The amounts of such insurance shall be the minimum limit as follows:

Each Occurance -	\$1,000,000
Personal/Advertising Injury -	\$1,000,000
Products/Completed Operations Aggregate -	\$2,000,000
General Aggregate -	\$2,000,000
Fire Damage -	\$100,000 and 1 fire
Medical Expense -	\$10,000 any 1 person

- e. Commercial Automobile and General Liability Insurance: The Contractor shall require each of its subcontractors to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of his subcontractors in its policy, as specified above.
- f. Waiver of Subrogation. The CONTRACTOR hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent.

**11. Indemnification**. CONTRACTOR shall indemnify and hold harmless the COUNTY and Federal government from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, person or property by or from the said CONTRACTOR; or by, or in consequence of any neglect in safeguarding the work; or by the use of unacceptable materials in the construction of improvements; or on account of any act or omission, neglect or misconduct of the said CONTRACTOR; or by, or on account of, any claim or amounts recovered under the “Workers Compensation Law” or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the COUNTY. The first ten dollars (\$10.00) of compensation received by the CONTRACTOR represents specific consideration for this indemnification obligation.

**12. Governing Law**. The laws of the State of Florida shall govern this Agreement.

**13. Independent Contractor Status and Compliance with the Immigration Reform and Control Act of 1986**. The CONTRACTOR is and shall remain an independent contractor and is neither agent, employee, partner nor joint venture of COUNTY. CONTRACTOR acknowledges that it is

responsible for complying with the provisions of the Immigration Reform and Control act of 1986 located at 8 U.S.C. 1324, et. Seq., and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the Agreement, at the discretion of COUNTY.

**14. Severability.** The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement to be impossible or performance.

**15. Conflict of Interest.** CONTRACTOR represents that it has no interest and shall acquire no interest(s), which conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part 111, of the Florida Statutes, CONTRACTOR further represents that no person having any interest shall be employed for said performance. CONTRACTOR shall notify COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that CONTRACTOR may undertake and request an opinion from COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by CONTRACTOR, COUNTY shall so state in the notification and CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict with respect to services provided to COUNTY by CONTRACTOR under the terms of this Agreement.

**16. Documents Comprising Agreement.** The Agreement documents shall include this Agreement as well as the following documents, which are incorporated herein by reference.

- a. Martin County's Request for Proposal and all of its addenda and attachments which are part of the RFP set forth above.
- b. Contractor's Certificate of Insurance required in the Request for Proposal;
- c. Contractor's response to the RFP or soliciting document.

**17. Dispute Resolution.**

17.1 As a condition precedent to the filing of any legal proceedings, the parties shall endeavor to resolve claim disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the COUNTY shall select the mediator, who, if selected solely by the COUNTY, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediator.

17.2 **Attorney's Fees.** The parties expressly agree that each party will bear its own attorney's fees incurred in connection with this Agreement.

17.3 **Venue.** This Agreement and the terms hereof shall be construed in accordance with the laws of the State of Florida and venue for all actions in a court of competent jurisdiction shall lie in Martin County, Florida.

17.4 **Non-jury trial.** The parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected with this Agreement.

17.5 The parties expressly and specifically hereby waive all tort claims and limit their remedies to breach of contract as to any issue in any way connected with this Agreement.

## **18. Confidential Information.**

18.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software, and documentation of one Party (a “Disclosing Party”) that is furnished or made available or otherwise disclosed to the other Party or to such other Party’s employees, contractors, or agents (a “Receiving Party”) pursuant to this Agreement (“Proprietary Information”) shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be clearly and conspicuously marked “Proprietary”. Such information may be disclosed to those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used by those persons only for such purposes; and may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of such use in writing by the Parties. Notwithstanding the foregoing sentence, COUNTY shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law, including but not limited to Section 119, Fla. Stat. Existence and terms of this Agreement shall constitute a public record and shall be subject to Section 119, Fla. Stat.. CONTRACTOR agrees to comply with the requirements of Sec. 119.0701, Fla. Stat.

18.2 If COUNTY receives a public records request for public records received from CONTRACTOR, including any public records request for Proprietary Information or for records that may be or may contain Proprietary Information, COUNTY shall promptly notify CONTRACTOR. The notice shall inform CONTRACTOR that it must promptly inform COUNTY, in writing, whether or not CONTRACTOR claims an exemption to the release of part or all of the requested public record. If CONTRACTOR claims that part or all of a public record is exempt from inspection and copying, that writing shall state the basis of the exemption that it contends is applicable to the record, including the statutory citation to an exemption created or afforded by statute. If CONTRACTOR claims that an exemption applies to part of a requested public record, CONTRACTOR shall, in that writing, identify for redaction the part of that public record to which the exemption is asserted and validly applies, and the remainder of that public record shall be produced for inspection and copying. If CONTRACTOR promptly notifies COUNTY of a claim of exemption, COUNTY shall review the exemption claimed and decide whether to release the public records. If CONTRACTOR fails to promptly notify COUNTY that it claims an exemption to the release of the requested public record, that failure constitutes a waiver of any claim of trade secret or confidentiality, and COUNTY shall release the record as requested.

18.3 CONTRACTOR will indemnify, defend, and hold COUNTY, COUNTY’s elected officials, employees, agents, and attorneys and their successors (each an “Indemnitee”) harmless of and from any claim brought or threatened against any Indemnitee by any person or entity on account of or related to any public records request for public records, as that term is defined in Section 119.011, Fla. Stat., that are or may be or may contain Proprietary Information, each of which may be defended,

settled or pursued by COUNTY with counsel of COUNTY's choice but at the expense of CONTRACTOR, including reasonable attorneys' fees and costs, including attorneys' fees and costs in litigation and on appeal incurred by or awarded against any Indemnatee or agreed upon by any Indemnatee as part of any settlement of any claim for attorney's fees and costs for failure to produce requested public records disclosed to an Indemnatee by CONTRACTOR.

18.4 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement, subject to Chapter 119 and other public records retention requirements set forth in Florida law.

**19. E-Verify.** In compliance with Section 448.095, Fla. Stat., the CONTRACTOR and its subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

- a. If the CONTRACTOR enters into a contract with a subcontractor, the subcontractor must provide the CONTRACTOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
- b. The COUNTY, the CONTRACTOR, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this Article shall terminate the contract with the person or entity.
- c. The COUNTY, upon good faith belief that a subcontractor knowingly violated the provisions of Article 32, but the CONTRACTOR otherwise complied, shall promptly notify the CONTRACTOR and order the CONTRACTOR to immediately terminate the contract with the subcontractor.
- d. A contract terminated under the provisions of Article 32 is not a breach of contract and may not be considered such.
- e. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in Article 18 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Article 18.

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have executed this Agreement as of the date first above written.