REQUEST FOR PROPOSAL

CLAY COUNTY SHERIFF'S OFFICE
GRAPHIC DESIGN SERVICES
RFP B17-001

:

Clay County Sheriff's Office
901 North Orange Avenue
P.O. Box 548
Green Cove Springs, FL 32043
(904) 284-7575
Fax (904) 284-0710
Website: http://www.claysheriff.com
Date of Issue: May 18, 2017
Proposal Due Date: June 5, 2017 at 12:00 p.m.

CALENDAR OF EVENTS

Listed below are the important dates and times by which the actions noted must be completed. If the Sheriff's Office finds it necessary to change any of these dates or times, the change will be accomplished by addendum. All dates are subject to change.

ACTION	COMPLETION DATE
Issue RFP	May 18, 2017
Pre-Proposal Submittal Conference	NONE
Proposals Due	June 5, 2017
Committee Recommendation	June 19, 2016
Contract Signed	June 22, 2017
Services Estimated Start Date	June 23, 2017

For information concerning procedures for responding to this Bid, contact the Purchasing Section, Rhonda Sanders by email rsanders@claysheriff.com or at (904) 529-6029.

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CLAY COUNTY SHERIFF'S OFFICE
INVITATION
REQUEST FOR PROPOSAL

NOTICE IS HEREBY GIVEN that the Clay County Sheriff's Office (CCSO) invites and will receive sealed Proposals from qualified vendors to perform the following work which is described in detail in the Request for Proposal (RFP) specifications.

RFP NUMBER: B17-001

RFP TITLE: CLAY COUNTY SHERIFF'S OFFICE GRAPHIC DESIGN SERVICES

PRE-PROPOSAL CONFERENCE: NO DATE & TIME:

LOCATION: Clay County Sheriff's Office
901 North Orange Avenue
Green Cove Springs, Florida 32043

RFP OPENING LOCATION: Clay County Sheriff's Office
901 North Orange Avenue
Green Cove Springs, Florida 32043

RFP SUBMITTAL DEADLINE DATE & TIME: June 5, 2017 at 12:00 p.m.

The CCSO is using a Request for Proposal for this project and will award multiple contracts to the Proposer(s) the CCSO finds, in its sole discretion, best meets the long term needs of the CCSO.

Specifications and RFP documents are available by downloading a bid package from www.claysheriff.com under the Do Business section of the Finance Department page or calling the Purchasing Section at (904) 529-6029.

All Proposers should ensure that the proposal is both complete and accurate. The CCSO may require additional information or data from any of the Proposers. An Evaluation Committee appointed by the CCSO will evaluate Proposals.

The Evaluation Committee selected by the CCSO will fairly consider all Proposals. The Evaluation Committee will perform a review of Proposals received from Proposers to determine completeness and responsiveness to the principal components of the technical, financial and legal requirements of the RFP. Request for clarification letters may include, but are not limited to, the following: commitment of project team members; performance guarantees and standards; project guarantor commitments; proposers interpretation of proposed CCSO organization and business entity relationships, operations, project schedules, phasing methods and payment schedules; and letters of credit, performance bonds and insurance requirements. The Evaluation Committee will make a recommendation to the Sheriff following the Evaluation Committee's review of all Proposals and consideration of any additional evidence or data desired by the Evaluation Committee. Multiple contracts will be awarded.

Qualified firms are invited to deliver one (1) original and three (3) copies of their Proposal, in a sealed envelope marked "**SEALED REQUEST FOR PROPOSAL, RFP B17-001, CLAY COUNTY SHERIFF'S OFFICE GRAPHIC DESIGN SERVICES",** and delivered to the CCSO Purchasing Section, 901 North Orange Avenue, Green Cove Springs, Florida 32043. The CCSO assumes no responsibility for Proposals received after the proposal deadline identified above, or delivered to any

office or location other than that specified herein, whether due to mail delay, courier mistake, mishandling or any other reason. Late Proposals will be held unopened and will not be considered for award.

All questions, comments, or concerns about this RFP must be submitted in writing to Ms. Rhonda Sanders, Purchasing Manager, Clay County Sheriff's Office, 901 North Orange Avenue, Green Cove Springs, FL 32043. Ms. Rhonda Sanders is the only designated representative of the CCSO authorized to respond to comments, questions, and concerns. The CCSO will not respond to comments, questions or concerns addressed to any person other than Ms. Rhonda Sanders. If the CCSO determines that a particular comment, question or concern necessitates a global response to all Proposers, the CCSO will issue a clarifying memorandum or addendum. The final day that the CCSO will accept questions will be five business days prior to the proposal submittal deadline date.

The CCSO reserves the right to accept or reject any and/or all Proposals, to waive irregularities and technicalities, and to request re-submission. Any sole response received by the submission date may or may not be rejected by the CCSO, depending on available competition and timely needs of the CCSO.

The CCSO reserves the right to select a firm with or without interviews, and may decide to select any of the firms submitting qualification packages. The CCSO reserves the right to award the contract to a responsible Proposer submitting a responsive Proposal, with a resulting negotiated agreement that is most advantageous and in the best interests of the CCSO.

The CCSO shall be the sole judge of the Proposal, and the resulting negotiated agreement that is in its best interest and its decision shall be final. Also, the CCSO reserves the right to make such investigation, as it deems necessary to determine the ability of any Proposer to perform the work or service requested.

Proposers, their agents and associates shall not contact or solicit any CCSO member or CCSO official regarding this RFP during any phase of this RFP. Failure to comply with this provision may result in disqualification of the Proposer, at the option of the CCSO. Only that individual listed, as the contact person in this Notice shall be contacted.

PROPOSAL ACKNWOLEDGEMENT

SOLICITATION REFERENCE NUMBER: B17-001

PROJECT NAME: **CLAY COUNTY SHERIFF'S OFFICE GRAPHIC DESIGN SERVICES**

All Proposers must register receipt of a solicitation with the CCSO. By completing and returning this form, you are registering receipt of this solicitation with the CCSO and requesting notification of Addenda that may be issued regarding this solicitation.

The CCSO will attempt to notify all prospective Proposers of Addenda issued to the solicitation. However, it shall be the responsibility of the Proposer, prior to submitting their response, to either:

1. Visit www.claysheriff.com to view the solicitation and download all issued Addenda; or

2. Contact the Purchasing Section to determine if Addenda were issued.

Proposers must acknowledge and incorporate the Addenda into their response.

Please be advised that the CCSO will post Addenda, in Adobe format, with the corresponding on-line solicitation.

COMPANY NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY, STATE AND ZIP: _____

PHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

FAX THIS COMPLETED REGISTRATION FORM TO: (904) 529-6482; ATTN: Purchasing Manager

SEALED REQUEST FOR PROPOSALS
CLAY COUNTY SHERIFF'S OFFICE
***RFP B17-001* CLAY COUNTY SHERIFF'S OFFICE GRAPHIC DESIGN SERVICES**

GENERAL CONDITIONS & INSTRUCTIONS TO PROPOSERS

DEFINED TERMS

Terms used in this solicitation are defined and have the meaning assigned to them. The term "Proposer" means one who submits a Proposal directly to CCSO as distinct from a Sub-Proposer, who submits a Proposal to the Proposer. The term "Successful Proposer" means the qualified, responsible and responsive Proposer to whom the CCSO (on the basis of CCSO'S evaluation as hereinafter provided) makes an award. The term "CCSO" refers to the Clay County Sheriff's Office, a sub-division of the Clay County Board of County Commissioners. The term "RFP" refers to this Sealed Request for Proposal. The term "Solicitation" refers to the entire RFP package and the Proposer's Proposal as a response to this RFP. The term "Proposal" refers to all documentation and information as submitted by the Proposer in response to this solicitation.

1. PROPOSER REGISTRATION

Proposers who obtain solicitation documents from sources other than the CCSO or download from any other source must officially register receipt of the solicitation with the CCSO's Purchasing Section in order to be placed on the notification list for any forthcoming addendum or other official communications. Failure to register as a prospective Proposer may cause your Proposal to be rejected as non-responsive if you have submitted a response without acknowledgment of issued Addenda.

2. CONTACT

All prospective Proposers are hereby instructed not to contact any member of the CCSO other than the contact person indicated on page 2 above regarding this solicitation or their Proposal at any time prior to the final evaluation and recommended ranking by the CCSO staff for this project. Any such contact shall be cause for rejection of your Proposal.

3. ADDENDA AND INQUIRIES

3.1 If there is any doubt as to the true meaning of the specifications and information provided, Proposers may submit written or faxed inquiries regarding this solicitation to the Purchasing Manager, Purchasing Section, 901 North Orange Avenue, Green Cove Springs, FL 32043, Fax No. (904) 529-6482. The CCSO will respond to written or faxed inquiries received at least five (5) CCSO business days prior to the RFP due date. Inquiries must reference the date and time of opening, and the solicitation number. Failure to comply with this condition shall result in the Proposer waiving their right to dispute the specifications and information provided in the solicitation document.

3.2 Any change to this solicitation shall be made by Addenda duly issued to each registered Proposer.

Receipt of such Addenda must be so noted on or within your response. It is the Proposer's responsibility to make contact through the Internet or phone to determine if Addenda have been issued.

3.3 Oral Inquiries: The CCSO will not respond to oral inquiries.

4. PUBLIC OPENING

Proposals shall be received in the Purchasing Section, 901 North Orange Avenue, Green Cove Springs, FL 32043 by the date and time indicated on Page 1 of these documents. As soon as possible thereafter, the names of Proposers shall be read off at the CCSO.

5. DELAYS

The CCSO, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the CCSO to do so. The CCSO will notify Proposers of all changes in scheduled due dates by written Addenda.

6. PROPOSAL SUBMISSION AND WITHDRAWAL

6.1 Address to send Proposal:

Purchasing Manager
Clay County Sheriff's Office
901 North Orange Avenue
Green Cove Springs, FL 32043

6.2 The outside of the envelope/container must be identified with the solicitation number and title as stated above. The envelope/container must also include the Proposer's name and return address.

6.3 Proposals may be withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the deadline for submission. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so. Evidence of such authority must accompany the request for withdrawal or modification. Withdrawal of a Proposal will not prejudice the rights of a Proposer to submit a new Proposal prior to the opening date and time. After expiration of the period for receiving Proposals, no Proposal may be withdrawn or modified.

6.4 Withdrawal of Proposals after Opening Date: Proposals, once opened, become the property of the CCSO and will not be returned to the Proposer. Proposals not so withdrawn before the opening constitute an irrevocable offer for a period of ninety (90) days to provide the CCSO the services set forth in these specifications until one or more of the Proposals have been accepted by CCSO staff. No Proposer may withdraw their Proposal during this ninety (90) day period.

6.5 Number of Proposal Copies: Proposers shall submit one (1) original and three (3) complete copies of the Proposal complete with all supporting documentation (i.e. photographs, drawings, and exhibits) in a sealed envelope/container marked as noted above.

6.6 Proposal Is Not Binding: The Proposer understands that responding to this solicitation does not constitute an agreement or contract with the Proposer. A Proposal is not binding until Proposal is reviewed and accepted by the appropriate level of authority and both parties execute a contract.

6.7 Responsibility for getting a Proposal to the CCSO on or before the specified date and time is solely and strictly that of the Proposer. The CCSO will not be responsible for any delay, for any reason whatsoever. Proposals by telephone, telegram, facsimile machines, and Internet, will not be acceptable. Proposals must be received and stamped on the outside of the envelope with the time and date, in the Purchasing Section by the date and time specified for opening.

6.8 LATE PROPOSALS – Proposals received after the date and time of the opening will not be opened or considered. It will be the Proposer's responsibility to make arrangements for the return of their Proposal at their expense.

7. PROPOSAL PREPARATION COST

The CCSO shall not be liable for any expense incurred in connection with preparation of a Proposal to this document. Proposers should prepare a straightforward and concise description of the Proposer's ability to meet the requirements of this document.

8. ACCURACY OF PROPOSAL INFORMATION

Any Proposer, who states in their Proposal any information that is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

9. LICENSES

Licensed and Certified: Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the state of Florida at the time of Proposal and during the entire contract time.

10. POSTING OF NOTICE OF INTENT

A Request for Proposal identifies a potential CCSO need or requirement for contracted goods or services and constitutes a notice of intent for award by posting the RFP on the CCSO's Website. Advertising for responses to RFPs in local newspapers also advises or provides a notice of intent.

11. PUBLIC RECORDS/TABULATION

Proposals are not public records, subject to the provisions of Florida State Statutes, Chapters 119 and 120, until such time as notice of a decision or intended decision is provided, or within ten (10) days after the solicitation opening, whichever is earlier. A copy of the tabulation results will be forwarded upon receipt of a stamped, self-addressed envelope. An electronic tabulation will be posted on the CCSO Website at www.claysheriff.com.

12. RESERVED RIGHTS

12.1 The CCSO reserves the right to waive formalities in any Proposal, and to reject any or all Proposals in whole or in part, with or without cause and/or to accept the Proposal that in the CCSO's judgment will be in the best interest of the CCSO. The CCSO specifically reserves the right to reject any conditional Proposal.

12.2 To the extent permitted by applicable state and federal laws and regulations, CCSO reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work with the successful Proposer, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposals will be considered irregular and may be rejected, if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.

12.3 CCSO reserves the right to reject the Proposal of any Proposer if CCSO believes that it would not be in the best interest of the CCSO to make an award to that Proposer, whether because the Proposal is not responsive or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by CCSO.

13. INSURANCE

Refer to Insurance Requirements in Section 3.06 and Appendix A for the CCSO's insurance requirements.

14. INDEMNIFICATION/HOLD HARMLESS

The Proposer shall defend, indemnify and hold the CCSO, the CCSO's representatives or agents, and the officers, directors, agents, employees, and assigns of each harmless for and against any and all claims, demands, suits, judgments, damages to persons or property, injuries, losses or expenses of any nature whatsoever arising directly or indirectly from or out of any negligent act or omission of the Proposer, its sub-consultants and their officers, directors, agents or employees; any failure of the elected firm to perform its services hereunder in accordance with generally accepted professional standards; any material breach of the elected firm's representations as set forth in the Proposal or any other failure of the selected firm's to

comply with the obligations on its part to be performed under this contract.

15. PUBLIC ENTITY CRIMES / NON-COLLUSIVE AFFIDAVIT

15.1 Each Proposer shall complete the Non-Collusive Affidavit, and the Public Entity Crimes Form and shall submit the forms with the Proposal. CCSO considers the failure of the Proposer to submit these documents to be a major irregularity and may be cause for rejection of their Proposal.

15.2 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 response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

15.3 Termination for Cause: Any Agreement with the CCSO obtained in violation of this Section shall be subject to termination for cause. A sub-contractor who obtains a subcontract in violation of this Section shall be removed from the Project and promptly replaced by a sub-contractor acceptable to the CCSO.

16. GRATUITIES AND KICKBACKS

16.1 Gratuities: It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or an Agreement or subcontract, or to any solicitation or Proposal therefore.

16.2 Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a sub-contractor under a contract to Contractor or higher tier sub-contractor any person associated therewith, as an inducement of the award of a subcontract or order.

16.3 Contract Clause: The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every contract and subcontract and solicitation therefore.

17. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Proposer shall be in compliance with Executive Order 11246 Equal Opportunity as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations as applicable.

18. CONFLICT OF INTEREST

No employee of an agency acting in his or her official capacity as a purchasing agent, or public officer acting in his or her official capacity, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for his or her own agency from any business entity of which the officer or employee or the officer's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse

or child, or any combination of them, has a material interest. Nor shall a public officer or employee, acting in a private capacity, rent, lease, or sell any realty, goods, or services to the officer's or employee's own agency, if he or she is a state officer or employee, or to any political subdivision or any agency thereof, if he or she is serving as an officer or employee of that political subdivision. The foregoing shall not apply to district offices maintained by legislators when such offices are located in the legislator's place of business or when such offices are on property wholly or partially owned by the legislator. This subsection shall not affect or be construed to prohibit contracts entered into prior to:

18.1 October 1, 1975.
18.2 Qualification for elective office.
18.3 Appointment to public office.
18.4 Beginning public employment.

19. DRUG FREE WORKPLACE:

The CCSO has adopted a policy in observation of the Drug Free Work Place Act of 1988. Therefore, it is unlawful to manufacture, distribute, disperse, possess, or use any controlled substance in the CCSO workplace.

The CCSO requests the attached Drug Free Workplace Affidavit to accompany your response. This form has been adopted by the CCSO in accordance with the Drug Free Workplace Act. The CCSO will not disqualify any respondent who does not concur with the affidavit. The Drug Free Workplace Affidavit is primarily used as tiebreaker when two or more separate entities have submitted Proposals at the same price, terms and conditions.

20. APPLICABLE LAWS

Interested parties are advised that all CCSO contracts and/or documentation pertinent to this solicitation are subject in full or in part to all legal requirements provided in applicable Clay County Ordinances, State Statutes, and Federal Regulations. Uniform Commercial Code, Chapter 672, Florida State Statutes shall prevail, as the basis for contractual obligations between the Proposer and the CCSO for any terms and conditions not specifically stated within the context of this contract.

21. COMPETENT PERSONNEL

Competent Personnel - All interested firms are to warrant that services shall be performed by skilled and competent personnel to the highest professional standards in this scope of work.

22. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

22.1 Before delivering a Proposal, each Proposer must (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, or performance of the work, (b) study and carefully correlate the Proposer's observations with the solicitation documents; and notify the Purchasing Manager of all conflicts, errors and discrepancies, if any, in the solicitation documents.

22.2 The Proposer, by and through delivering a Proposal, agrees that they shall be held responsible for having familiarized themselves with the nature and extent of any local conditions that may affect the services to be done or equipment to be furnished.

23. SPECIFICATIONS

23.1 The apparent silence of the specification as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.

23.2 For the purpose of evaluation, the Proposer must indicate any variance or exceptions to the stated Specifications, no matter how slight. Deviations should be explained in detail. Absence of variations

and/or corrections will be interpreted to mean that the Proposer meets all the Specifications in every respect.

24. CANCELLATION CLAUSE

Failure to comply with any of the terms, conditions, specifications and/or service requirements will be just cause for termination of this contract by a thirty (30) day written notice of intent forwarded to the successful Proposer.

25. ACCEPTING CONTENT OF PROPOSAL

By delivering a Proposal in response to this solicitation document, the Proposer certifies that they have fully read and understand the context of the solicitation document and have full knowledge of the scope, nature, and detailed requirements of services and/or commodities to be provided and performed. Proposals shall be returned in the sequential manner as requested in the "Proposal Format and Requirements" section of this solicitation.

26. TAXES

The negotiated cost shall include all freight, handling, delivery, surcharges or other incidental charges that may be required to provide the services or deliver the commodities. The CCSO is exempt from the payment of Federal and State taxes, including sales tax. Your cost Proposal shall not include sales tax to be collected from the CCSO. The CCSO's sales tax exemption is not available to you for items you purchase, regardless of whether these items will be transferred to the CCSO.

27. ASSIGNMENT

27.1 Successful Proposer shall not assign, transfer or subject the Contract or its rights, title or interests or obligations therein without CCSO'S prior written approval.

27.2 Violation of the terms of this paragraph shall constitute a breach of the Contract by Successful Proposer and CCSO may, at its discretion, cancel the Contract and all rights, title and interest of Successful Proposer shall thereupon cease and terminate.

28. SOLICITATION FORMS

28.1 If the Proposer cannot meet a service or equipment requirement, then the phrase "not available" should be entered on the Proposal Form for that service requirement. In the case of a "not available" remark, the Proposer may offer an alternative service. Alternate Proposals may be submitted for consideration. It will be at the CCSO's sole discretion to accept or reject any and all alternate Proposals received.

28.2 This solicitation presents the CCSO's minimum requirements under present methods of operation. Responses to this request should address these requirements, but Proposers are encouraged to suggest any additional services or commodities, which in their opinion, would be in the best interest of the CCSO.

28.3 Proposals may be delivered, which deviate from the requirements herein, providing that they are clearly identified as alternate Proposals and providing further that it can be demonstrated that stated requirements are substantially improved or are not compromised or prejudiced by such deviations; and, that it would be clearly in the interest of the CCSO that an alternative Proposal be considered. Such alternative Proposals will be provisionally accepted for consideration, subject to the reserved right of the CCSO to make the determination whether the above stated conditions for alternate Proposals have been satisfied and subject further to the reserved right of the CCSO to accept or reject these Proposals upon the basis of the determination.

DEFINITIONS

Addenda: A written change to a solicitation.

Bid: shall refer to any offer(s) submitted in response to this Invitation to Bid.

Bidder: Shall refer to anyone submitting a bid in response to an Invitation to Bid.

CCSO: Clay County Sheriff's Office

Contract: The agreement to perform the services set forth in this solicitation. The contract will be comprised of the solicitation document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: The vendor to which award has been made. County:

Shall refer to Clay County, Florida.

Invitation to Bid: Shall mean this solicitation document, including any and all addenda.

Modification: A written change to a contract.

Responsive: Refers to a bid that contains no exceptions or deviations from the terms, conditions, and specifications set forth in the Invitation to Bid.

Responsible: Refers to a bidder that has the capacity and capability to perform the work required under an Invitation to Bid, and is otherwise eligible for award.

Solicitation: The written document requesting either bids or proposals from the marketplace.

Vendor: A general reference to any entity responding to this solicitation or performing under any resulting contract.

For purposes of this Invitation to Bid the words "shall", "must", or "will" are equivalent in this Invitation to Bid and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the County. A deviation is material if, in the CCSO's sole discretion, the deficient response is not in substantial accord with this Invitation to Bid's mandatory requirements. The words "should" or "may" are equivalent in this Invitation to Bid and indicate very desirable conditions, or requirements but are permissive in nature.

SECTION ONE
INTRODUCTION AND INSTRUCTIONS

1.01
Return Mailing Address, Contact Person, Telephone, Fax Numbers and Deadline for Receipt of Proposals

Proposers must submit one original and three copies of their Proposal, in writing, to the Purchasing Manager in a sealed envelope. It must be addressed as follows:

Clay County Sheriff's Office
Purchasing Section
Attention: Rhonda Sanders, PURCHASING MANAGER
Request for Proposal (RFP) Number: B17-001
Project name: **CLAY COUNTY SHERIFF'S OFFICE GRAPHIC DESIGN SERVICES**
901 North Orange Avenue
Green Cove Springs, FL 32043

Proposals must be received no later than 12:00 P.M., Florida time on the date on the cover, page 1. Fax or oral proposals are not acceptable.

A Proposer's failure to submit its Proposal prior to the deadline will cause the Proposal to be disqualified. Late Proposals or amendments will not be opened or accepted for evaluation. There will be no exception to this rule.

PURCHASING MANAGER: Rhonda Sanders – PHONE 904-529-6029, FAX 904-213-6482

1.02
Contract Term and Work Schedule

The contract term and work schedule set out herein represent the CCSO's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will be shifted by the same number of days.

The length of the contract will be from the date of award to project completion, expected not to exceed six (6) months.

1.03
Purpose of the RFP

It is the intent of the CCSO to secure qualified firm(s) or individual(s) to provide part-time graphic design services to include but not limited to informational fliers, event branding, invitations, banners, reports, advertisements, programs, and logos upon request. The Proposer should be experienced in delivering print and digital graphic solutions which can be communicated across multiple mediums. The Proposer is expected to reflect the creative spirit and interests of the organization. The CCSO desires the Proposer to create graphic designs with modern technology that takes advantage of current automation tools and strategies consistent with the specifications and within the time constraints of this bid. Each Contractor is responsible for full and complete compliance with all laws, rules and regulations which may be applicable.

The result of this RFP would be a contract between the successful bidder(s) and the Clay County Sheriff's Office that will satisfy the following objectives:

a. Create specified graphic design work based on brand

b. Create graphics using text/photos and edit copy in order to fill the layout and create a visually appealing document

c. Contractor will be responsible for coordinating the project timeline, ensuring the project stays on track and meets required print dates

d. CCSO will facilitate an initial conference call or meeting with the Contractor

e. CCSO agrees to provide Contractor with logos, pictures, and all content needed to complete The graphic design work

f. CCSO will retain ownership of all work produced including graphic design output. The Contractor will provide CCSO with an electronic version for publication

1.04
Assistance to Proposers with a Disability

Proposers with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Purchasing Manage no later than 14 days **prior** to the deadline for receipt of Proposals.

1.05
Required Review

Proposers should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the Purchasing Manager at least 14 days before the Proposal opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of Proposer's Proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the CCSO Purchasing Manager, in writing, at least 14 days before the time set for opening.

1.06
Questions Received Prior to Opening of Proposals

All questions must be in writing and directed to the issuing office, addressed to the CCSO Purchasing Manager. The final day that the CCSO will accept questions will be five business days prior to the proposal submittal deadline date.

1.07
Amendments

If an amendment is issued, it will be provided to all who were mailed or received a copy of the RFP and to those who have registered with the Purchasing Manager as having downloaded the RFP from the CCSO web site.

1.08
Alternate Proposals

Proposals may be delivered, which deviate from the requirements herein, providing they are clearly identified as alternate proposals and providing further that it can be demonstrated that stated requirements are substantially improved or are not compromised or prejudiced by such deviations; and, that it would be clearly in the interest of the CCSO that an alternate proposal be considered. Such alternate proposals will be provisionally accepted for consideration, subject to the reserved right of the CCSO to make the determination whether the above stated conditions for alternate proposals have been satisfied and subject further to the reserved right of the CCSO to accept or reject these proposals upon the basis of the determination.

1.09
Right of Rejection

Proposers must comply with all of the terms of the RFP, the CCSO procurement policy, and all applicable local, state, and federal laws, codes, and regulations. The Purchasing Manager may reject any Proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP. Proposers may not qualify the Proposal nor restrict the rights of the CCSO. If a Proposer does so, the Purchasing Manager may determine the Proposal to be a non-responsive counter-offer and the Proposal may be rejected.

Proposals that:

- do not affect responsiveness,
- are merely a matter of form or format,
- do not change the relative standing or otherwise prejudice other offers,
- do not change the meaning or scope of the RFP,
- are trivial, negligible, or immaterial in nature,
- do not reflect a material change in the work, or,
- do not constitute a substantial reservation against a requirement or provision,

may be waived by the Purchasing Manager.

The CCSO reserves the right to refrain from making an award if it determines that to be in its best interest.

A Proposal from a debarred or suspended Proposer shall be rejected.

1.10
CCSO Not Responsible for Preparation Costs

The CCSO will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any Proposal.

1.11
Disclosure of Proposal Contents

All Proposals and other material submitted become the property of the CCSO and may be returned only at the CCSO's option. Chapter 119, Florida Statutes requires public records to be open to reasonable inspection. All Proposal information, including detailed price and cost information, will be open for public inspection immediately after opening by the CCSO.

Trade secrets and other proprietary data contained in Proposals may be held confidential until a Notice of Decision or Notice of Intended Decision is issued by the CCSO Purchasing Manager or 10 days after opening, whichever is earlier, as provided by Section 120.057(3) (a), Florida Statutes, if the Proposer requests, in writing, that the Purchasing Manager does so, and if the Purchasing Manager agrees, in writing, to do so. Material considered confidential by the Proposer must be clearly identified and the Proposer must include a brief statement that sets out the reasons for confidentiality. At that time, all Proposals and documents pertaining to the Proposals will be open to the public, except for material designated as proprietary or confidential as defined in Section 812.081, Florida Statutes and as provided in Section 815.04(3), Florida Statutes. The Purchasing Section will not disclose or make public any pages of a Proposal on which the Proposer has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:

Proprietary or confidential data shall be readily separable from the Proposal in order to facilitate eventual public inspection of the non-confidential portion of the Proposal. Confidential data is normally restricted to confidential financial information concerning the Proposer's organization and data that qualifies as a trade secret in accordance with the definition in Section 812.081, Florida Statutes and as provided in Section 815.04(3), Florida Statutes. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

1.12
Subcontractors

Subcontractors may be used to perform work under this contract. If a Proposer intends to use subcontractors, the Proposer must identify in the Proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If a Proposal with subcontractors is selected, the Proposer must provide the following information concerning each prospective subcontractor within five working days from the date of the CCSO's request:

(a) Complete name of the subcontractor,

(b) Complete address of the subcontractor,

(c) Type of work the subcontractor will be performing,

(d) Percentage of work the subcontractor will be providing,

(e) Evidence, as set out in the relevant section of this RFP, that the subcontractor holds a valid business license, and

(f) A written statement, signed by each proposed subcontractor, which clearly verifies that the subcontractor is committed to render the services required by the contract.

A Proposer's failure to provide this information, within the time set, may cause the CCSO to consider their Proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the project director.

1.13
Joint Ventures

Joint ventures will not be allowed.

1.14
Proposer's Certification

By signature on the Proposal, Proposers certify that they comply with:

(a) The laws of the State of Florida,

(b) The applicable portion of the Federal Civil Rights Act of 1964,

(c) The Equal Employment Opportunity Act and the regulations issued thereunder by the federal government,

(c) The Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government,

(d) All terms and conditions set out in this RFP,

(f) A condition that the Proposal submitted was independently arrived at, without collusion, under penalty of perjury, and

(g) That the offers will remain open and valid for at least 90 days.

If any Proposer fails to comply with (a) through (g) of this paragraph, the CCSO reserves the right to disregard the Proposal, terminate the contract, or consider the contractor in default.

1.15
Conflict of Interest

Each Proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., employed by the CCSO) and, if so, the nature of that conflict. The CCSO reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the Proposer. The CCSO's determination regarding any questions of conflict of interest shall be final.

1.16
Solicitation Advertising

Public notice has been provided in accordance with CCSO policy and applicable Florida Statutes.

1.17
Assignment

The contractor may not transfer or assign any portion of the contract without prior written approval from the CCSO.

1.18
Disputes

Any dispute arising out of this agreement will be resolved under the laws of the State of Florida. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain relief from or remedy in connection with this agreement may be brought only in the Circuit Court for Clay County, Florida.

1.19
Severability

If any provision of the contract or agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

SECTION TWO
STANDARD PROPOSAL INFORMATION

2.01
Authorized Signature

All Proposals must be signed by an individual authorized to bind the Proposer to the provisions of the RFP. Proposals must remain open and valid for at least ninety (90) days from the opening date.

2.02
Pre-Proposal Conference

A pre-proposal conference, if held, will be on the date shown on page 2, Calendar of Events at the CCSO main office at 901 North Orange Avenue in Green Cove Springs, Florida. The purpose of the conference is to discuss the work to be performed with the prospective Proposers and allow them to ask questions concerning the RFP. Questions and answers will be transcribed and sent to prospective Proposers as soon as possible after the meeting.

Proposers with a disability needing accommodation should contact the Purchasing Manager prior to the date set for the pre-proposal conference so that reasonable accommodation can be made.

2.03
Amendments to Proposals

Amendments to or withdrawals of Proposals will only be allowed if acceptable requests are received prior to the deadline set for receipt of Proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the CCSO's request.

2.04
Supplemental Terms and Conditions

Proposals must comply with **Section 1.09 Right of Rejection**. However, if the CCSO fails to identify or detect supplemental terms or conditions conflicting with those contained in this RFP, or that diminish the CCSO's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

a) if conflict arises between a supplemental term or condition included in the Proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and

b) if the CCSO's rights would be diminished as a result of application of a supplemental term or condition included in the Proposal, the supplemental term or condition will be considered null and void.

2.05
Clarification of Proposals

In order to determine if a Proposal is reasonably susceptible for award, communications by the Purchasing Manager or the Proposal Evaluation Committee are permitted with a Proposer to clarify uncertainties or eliminate confusion concerning the contents of a Proposal. Clarifications may not result in a material or substantive change to the Proposal. The evaluation by the Purchasing Manager or the Proposal Evaluation Committee may be adjusted as a result of a clarification under this section.

2.06
Discussions with Proposers

The CCSO may conduct discussions with Proposers. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and Proposal. Discussions will be limited to specific sections of the RFP or Proposal identified by the Purchasing Manager. The Purchasing Manager will only hold discussions with Proposers who have submitted a Proposal deemed reasonably suitable for award. Discussions, if held, will be after initial evaluation of Proposals by the Proposal Evaluation Committee. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the Purchasing Manager may set a time for best and final Proposal submissions from those Proposers with whom discussions were held. Proposals may be reevaluated after receipt of best and final Proposal submissions.

If a Proposer does not submit a best and final Proposal or a notice of withdrawal, the Proposer's immediate previous Proposal is considered the Proposer's best and final Proposal.

Proposers with a disability needing accommodation should contact the Purchasing Manager prior to the date set for discussions so that reasonable accommodation can be made. Any oral modification of a Proposal must be reduced to writing by the Proposer.

2.07
Prior Experience

Proposer must have at least three years' experience in comprehensive experience related to this RFP. Proposer shall also provide at least 3 references for projects or contracts completed/started within the last three years. In addition, the Proposer shall provide at least three graphic design work samples. The Proposer shall provide a list of software programs for which they are proficient and which would be used to develop custom graphic solutions. A Proposer's failure to meet these minimum prior experience requirements will cause their Proposal to be considered non-responsive and their Proposal will be rejected.

2.08
Evaluation of Proposals

An Evaluation Committee made up of selected CCSO members. The evaluation will be based solely on the evaluation factors set out in Section Seven of this RFP. The Proposal ranked highest per Section Seven of this RFP shall be the Consultant of Record (COR) Proposer to be negotiated with. A second highest ranking Consultant may also be selected as a "back-up" to the Consultant of Record should they be unavailable at time of work assignment.

After receipt of Proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended Proposals. Evaluations may be adjusted as a result of receiving new or amended Proposals.

2.09
Vendor Tax ID

A valid Vendor Tax ID must be submitted to the Purchasing Section with the Proposal or within five days of the CCSO's request.

2.10
Business License and Other Required Licenses

At the time the Proposals are opened, all Proposers must be able to do business in the State of Florida and have any necessary required professional licenses required by Florida Statute. Proposers should contact the Florida Department of State, Division of Corporations, P. O. Box 6327, Tallahassee, Florida 32314, or the Florida Department of Business and Professional Regulation, Division of Professions, 1940 North Monroe Street, Tallahassee, FL 32399-0760 for information on these licenses. Proposers must submit a copy of a valid Florida business or professional license with the Proposal as well as any licenses required to do business in Clay County (prior to commencement of work). A Proposer's failure to submit this evidence with the Proposal will cause their Proposal to be determined non-responsive.

2.11
Formula Used to Convert Cost to Points

The distribution of points based on cost will be determined as shown in the example below. The lowest cost Proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other Proposals will be determined through the method set out below. In the generic example below, cost is weighted as 80% of the overall total score. **The weighting of cost may be different in your particular RFP.**

Formula Used to Convert Cost to Points
STEP 1. List all Proposal prices, adjusted where appropriate by the application of all applicable preferences.
Proposer #1 – $40,000
Proposer #2 – $42,750
Proposer #3 – $47,500

STEP 2. Convert cost to points using this formula.
[(Price of Lowest Cost Proposal) x (Maximum Points for Cost)] ÷ (Applicable Proposer Price) = POINTS

The RFP allotted 80% (80 points), of the total 100 points, for cost.

Proposer #1 receives 80 points.
The lowest cost Proposal, in this case $40,000, receives the maximum points allotted to cost, 80 points.

Proposer #2 receives 74.9 points.
$40,000 x 80 = 3,200,000 ÷ $42,750 = 74.9

Proposer #3 receives 67.4 points.
$40,000 x 80 = 3,200,000 ÷ $47,500 = 67.4

2.12
Contract Negotiation

After final evaluation, the Purchasing Manager may negotiate with the Proposer of the highest-ranked Proposal. Negotiations, if held, shall be within the scope of the Request for Proposals and limited to those items that would not have an effect on the ranking of Proposals. If the highest ranked Proposer fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the CCSO may terminate negotiations and negotiate with the Proposer of the next highest-ranked Proposal. If contract negotiations are commenced, they will be held in a conference room located in the CCSO

Administrative Offices in Green Cove Springs, Florida. At least two of the highest ranked Proposers shall be engaged by a “master” agreement.

The Proposer will be responsible for their travel and per diem expenses.

2.13
Failure to Negotiate

If the selected Proposer

• fails to provide the information required to begin negotiations in a timely manner; or

• fails to negotiate in good faith; or

• indicates they cannot perform the contract within the budgeted funds available for the project; or

• the Proposer and the CCSO, after a good faith effort, simply cannot come to terms,

the CCSO may terminate negotiations with the Proposer initially selected and commence negotiations with the next highest ranked Proposer.

2.14
Notice of Intent to Award (NIA) — Proposer Notification of Selection

After the completion of contract negotiation the Purchasing Manager will issue a written Notice of Intent to Award (NIA) and send copies to all Proposers. The NIA will set out the names of all Proposers and identify the Proposal selected.

2.15
Protest

Any actual or prospective Proposer who has a substantial interest in and is aggrieved in connection with the Solicitation or proposed award of a contract which is in excess of the award authority of the Purchasing Manager may protest to the Chief Financial Officer. Protests arising from the decisions and votes of Selection/Negotiation Committees shall be limited to protests based upon alleged deviation(s) from Section Seven.

An interested party is defined as "an actual or prospective Proposer whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

A protester must have submitted a Proposal in order to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

(a) the name, address, and telephone number of the protester;

(b) the signature of the protester or the protester's representative;

(c) identification of the contracting department and the Solicitation or contract at issue;

(d) a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and

(e) the form of relief requested.

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Fax copies containing a signature are acceptable.

Any protest concerning the bid specifications or requirements must be made within seventy-two (72) hours from the time the facts become known and, in any case, at least twenty-four (24) hours prior to the bid opening. Such protest must be made in writing to the Purchasing Manager. Failure to timely protest bid specifications or requirements is a waiver of the ability to protest the specifications or requirements.

Any protest, after the bid opening, shall be submitted in writing within seven (7) calendar days after such aggrieved person having a substantial interest knows or should have known the facts giving rise thereto.

Any actual or prospective Proposer who is aggrieved in connection with the Solicitation or proposed award of a contract which does not exceed the amount of the award authority of the Purchasing Manager, may protest to the Chief Financial Officer. The protest shall be submitted in writing within three working days from the time the recommendation for award is made to the Chief Financial Officer.

Any actual or prospective Proposer who is aggrieved in connection with the Solicitation or proposed award of a purchase order based on verbal quotation may protest to the Purchasing Manager anytime during the procurement process, up to the time of the award of the purchase order, but not after such time.

The Chief Financial Officer shall have the authority to settle and resolve a protest of an aggrieved Proposer, actual or prospective, concerning the solicitation or award of a contract.

If the protest is not resolved by mutual agreement, the Chief Financial Officer shall promptly issue a decision in writing, after consulting with the CCSO General Counsel. The decision shall:

State the reasons for the action taken and inform the protestant of his right to administrative review.

A copy of this decision shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.

In the event of a timely protest under this section, the CCSO shall not proceed further with the solicitation or with the award of this contract until a written determination is made by the Chief Financial Officer and approved by the CCSO General Counsel or a written determination is made that the award of the contract must be made without delay in order to protect the substantial interest of the CCSO.

All protests under this section made by the aggrieved Proposer, or its duly authorized agent or attorney, shall be made by a Proposer who has standing to maintain a protest under Florida case law, shall be in writing, be timely made under this Code, and briefly state the facts and arguments upon which the protest is made. Such notices, to be deemed timely, must be received by the Purchasing Section to the attention of the Purchasing Manager within the time stated. The institution and filing of a protest under this Code is an administrative remedy that should be employed prior to the institution and filing of any civil action against the CCSO concerning the subject matter of the protest.

Protests not timely made under this section shall be barred. Any basis or ground for a protest not set forth in the letter of protest required under this section shall be deemed waived.

SECTION THREE
STANDARD CONTRACT INFORMATION

3.01
Contract Type

This contract is a based on an hourly rate fee schedule for authorized services. A purchase order must be received prior to any work commencing.

3.02
Contract Approval

This RFP does not, by itself, obligate the CCSO. The CCSO's obligation will commence when the contract is approved by the Sheriff. Upon written notice to the contractor, the CCSO may set a different starting date for the contract. The CCSO will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the CCSO. Options/CLINs will be executed only after approval of the Basic Contract with CCSO.

3.03
Standard Contract Provisions

The contractor will be required to sign a contract and comply with the contract provisions established as a result of this proposal. No alteration of these provisions will be permitted without prior written approval from the CCSO General Counsel. Objections to any of the provisions in Appendix A must be set out in the Proposer's Proposal.

3.04
Proposal as a Part of the Contract

Part or all of this RFP and the successful Proposal may be incorporated into the contract.

3.05
Additional Terms and Conditions

The CCSO reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the Proposal evaluations.

3.06
Insurance Requirements

The Supplier/Contractor shall maintain in effect during the time period of this contract, "Adequate Insurance Coverages" as required by federal, state and local laws, regulations and ordinances. Such coverage shall be provided by companies approved by the CCSO. Supplier/Contractor shall not commence or continue work under this contract until evidence of "Adequate Coverage" has been provided to and approved by the Purchasing Manager. In addition, in the event that Supplier/Contractor does commence or continue work during any period where "Adequate Insurance Coverage" is not in force, charges assessed to the CCSO for uninsured independent Suppliers/Contractors will be back charged to the Supplier/Contractor.

"Should any of the required policies be canceled or undergo material change before the expiration date, the issuing insurance company will mail sixty (60) days written notice to: CCSO Legal Office, Clay County Sheriff's Office, 901 North Orange Avenue, Green Cove Springs, FL 32043."

INDEMNITY
The Contractor covenants and agrees to indemnify and save harmless the CCSO, and to defend it from all cost, expenses, damages, attorney's fees, injury or loss, to which the CCSO may be subjected by any person, firm, corporation or organization by reason of any wrong doing, misconduct, want or need of care or skill, negligence or default or breach of Contract, guaranty or warranty, by the Contractor, his employees, his agent or assigns.

3.07
Contract Funding

Approval or continuation of a contract resulting from this is contingent upon funding appropriations from the Clay County Board of County Commissioners.

3.08
Proposed Payment Procedures

The CCSO will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the project director has approved the progress report and invoice.

3.09
Contract Payment

No payment will be made until the contract is approved by the Sheriff or Undersheriff. Under no conditions will the CCSO be liable for the payment of any interest charges associated with the cost of the contract.

The CCSO is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

3.10
Payment for Contracted Services

1. Proper Invoice
   For purposes of billing submission and payment procedures, a "proper invoice" by a contractor, vendor or other invoicing party shall consist of at least all of the following:

   a. a description (including quantity) of the goods and/or services provided, reasonably sufficient to identify it (or them);

   b. the amount due, applicable discount(s), and the terms thereof;

   c. the full name of the vendor, contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;

   d. the Purchase Order or Contract number as supplied by the CCSO; and

e. an identification by Account to which the services were provided.

All invoices, in order to be classified as a proper invoice, shall be delivered to Accounts Payable, Fiscal Section, Clay County Sheriff's Office, 901 North Orange Avenue, P.O. Box 548, Green Cove Springs, FL 32043.

Finally, in addition to all of the above, in order to be considered a proper invoice, it must be based on a proper delivery of services to and acceptance by the CCSO; the vendor, contractor or other party who is supplying the services has otherwise complied with all of the contract's terms and conditions and is not in default of any of them; and if the contract requires any subcontractors or other parties to be bound by similar other "flow-down" requirements, that those requirements have been complied with.

All payments made under this Bid will be made in accordance with the Local Government Prompt Payment Act; in effect, not later than 45 days from receipt of proper invoice.

2. Dispute Resolution

In the event a dispute occurs between a contractor, vendor or other invoicing party and the CCSO concerning payment of an invoice, the Chief Financial Officer and the invoicing party shall meet to consider the disputed issues. The invoicing party shall provide to the CCSO such material and information as the CCSO may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specificity its nature.

This procedure shall commence not later than forty-five (45) days, and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the CCSO. Any decision by the Chief Financial Officer shall constitute the final decision of the CCSO regarding these matters and shall be communicated in writing to the invoicing party within three business days after such decision. If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

3.11
Informal Debriefing

When the contract is completed, an informal debriefing may be performed at the discretion of the project director.

If performed, the scope of the debriefing will be limited to the work performed by the contractor.

3.12
Contract Personnel

Any change of the project team members named in the Proposal must be approved, in advance and in writing, by the project director. Personnel changes that are not approved by the CCSO may be grounds for the CCSO to terminate the contract.

3.13
Inspection & Modification - Reimbursement for Unacceptable Deliverables

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project director. The CCSO may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. Should the project director determine that corrections or modifications are necessary in order to accomplish its intent the project director may direct the contractor to make such changes. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause the CCSO to terminate the contract. In this event, the CCSO may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

3.14
Termination for Default

If the project Manager determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the CCSO may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

This clause does not restrict the CCSO's termination rights under the contract provisions of Appendix A, attached.

3.15
Contract Changes - Unanticipated Amendments

During the course of the contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project director will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments.

The contractor will not commence additional work until the project director has secured any required CCSO approvals necessary for the amendment and issued a written contract amendment, approved by the Sheriff, the Undersheriff, or the Chief Financial Officer.

3.16
Contract Invalidation

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

SECTION FOUR
BACKGROUND INFORMATION

4.01
Background Information

Clay County encompasses a 601 square mile suburban/rural county in Northeast Florida and contains the communities of Orange Park, Middleburg, Green Cove Springs, Fleming Island, Penney Farms, Clay Hill, Oakleaf Plantation, and Keystone Heights with a population of 203,967 (78,478 households). It is bordered to the north by Jacksonville and is part of the Jacksonville MSA which has a major influence on the county. Clay County has a council-manager form of government.

The CCSO has a total of approximately 560 full time and 90 part time employees consisting of approximately 275 patrol deputies, 107 detention deputies, 20 Reserve Deputies, and 177 civilians.

The Detention Facility has an in-house capacity of approximately 478 beds and routinely houses over 375 inmates.

The Clay County Sheriff is one of 5 constitutional officers in Clay County. The others are Clerk of Court, Property Appraiser, Tax Collector, and Supervisor of Elections.

SECTION FIVE
SCOPE OF WORK

5.00
Scope of Work

PURPOSE: It is the intent of the CCSO to secure a qualified firm or individual to provide part-time graphic design services to include but not limited to informational fliers, event branding, invitations, banners, reports, advertisements, programs, and logos upon request.

5.1 BACKGROUND INFORMATION:

5.1.1 Location – The Clay County Sheriff's Office main facility is located at 901 North Orange Avenue, Green Cove Springs, Florida 32043 and has several off-site locations in Orange Park, Middleburg, and Keystone Heights.

5.1.2 Current Provisions - The Clay County Sheriff's Office is currently creating its own graphic design work as needed.

5.1.3 Scope of Service – The successful bidder(s) shall be expected to provide graphic design services that are developed from a strategic approach using a solid technology based foundation.

5.2 REQUIREMENTS – DETAIL

5.2.1 The successful Bidder shall be expected to provide or perform the following:

5.2.1.1 Create specified graphic design work based on brand
The Contractor shall work with key CCSO staff to create graphic design work that can be applied to various CCSO templates.

5.2.1.2. Create graphics using text/photos and edit copy in order to fill the layout and create a visually pleasing read
The Contractor is responsible for securing various rights, licenses, clearances and other permissions related to works, graphics, or other copyrighted materials to be used or otherwise incorporated. All applicable copyright notices will be provided to the CCSO. The Contractor will indemnify and defend CCSO and pay any and all legal costs to defend any litigation or demands, and any judgments or verdicts that result from such use of copyrighted material without permission.

5.2.1.3. Contractor will be responsible for coordinating the project timeline, ensuring the project stays on track and meets required print dates
After receiving direction for any given project, the Contractor will determine how much time the project should take in order for a Requisition and Purchase Order to be completed prior to work commencing.

5.2.1.4. CCSO will facilitate an initial conference call or meeting with the Contractor
Phone consultation sessions will be conducted to determine services required.

5.2.1.5. CCSO agrees to provide Contractor with logos, pictures, and all content needed to complete the graphic design work

5.2.1.6. CCSO will retain ownership of all work produced including graphic design output. The Contractor will provide CCSO with an electronic version for publication

Once the graphic design project has been completed and accepted by the CCSO, the graphic designs and all of their contents become property of the CCSO.

5.3 PROFESSIONAL RESPONSIBILITY

5.3.1 Professional Liability – All services shall be provided with the skill and care which would be exercised by comparable graphic designers performing similar services at the time and place such services are performed. If the failure to meet these standards results in deficiencies in the services, the awarded contractor shall furnish, at their own cost and expense, the means necessary to correct deficiencies, and shall be responsible for any and all consequential damages arising from these deficiencies.

Contractor shall accept full responsibility for the work as described herein. Contractor shall obtain and furnish proof of insurance. If the initial insurance expires prior to the completion of the contract, a renewal certificate shall be furnished thirty (30) days prior to date of expiration.

5.3.2 Bond Requirements – The Office of the Sheriff, Clay County has waived the requirement of a bid bond.

SECTION SIX
PROPOSAL FORMAT AND CONTENT

6.01
Proposal Format and Content

The CCSO discourages overly lengthy and costly Proposals, however, in order for the CCSO to evaluate Proposals fairly and completely, Proposers must follow the format set out in this RFP and provide all information requested.

6.02
Introduction

Proposals must include the complete name and address of Proposer's firm and the name, mailing address, and telephone number of the person the CCSO should contact regarding the Proposal.

Proposals must confirm that the Proposer will comply with all provisions in this RFP. Proposals must be signed by a company officer empowered to bind the company. Proof of such binding authority shall be furnished as part of the Proposal. A Proposer's failure to include these items in the Proposals may cause the Proposal to be determined to be non-responsive and the Proposal may be rejected.

6.03
Understanding of the Project

Proposers must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule. Statements should reflect list of work activities as listed in Section 5.1 of this RFP.

6.04
Methodology Used for the Project

Proposers must provide comprehensive narrative statements that set out the methodology they intend to employ and illustrate how the methodology will serve to accomplish the work and meet the CCSO's project schedule.

6.05
Management Plan for the Project

Proposers must provide comprehensive narrative statements that set out the management plan they intend to follow and illustrate how the plan will serve to accomplish the work and meet the CCSO's project schedule.

6.06
Experience and Qualifications

Proposers must provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Proposers must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

(a) Title,

(b) Resume,

(c) Location where work will be performed,

(d) Itemize the hourly rates for each position named above and equipment that may be utilized for work assignments.

Proposers must provide three references (names and phone numbers) for similar projects the Proposer's firm has completed within the last three years.

6.07
Cost Proposal

Cost Proposals must include an itemized list of all direct and indirect costs associated with the performance of the contract, including, but not limited to, various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

6.08
Evaluation Criteria

All Proposals will be reviewed to determine if they are responsive. It is determined that in the best interest of The Clay County Sheriff's Office when awarding the bid for service(s) for this RFP, the awarded Contractor must have a proven record in the specified fields of service. This being the case, the low bidder will not necessarily be awarded the bid. Consideration will be given to reputation, experience, and ability to comply with time constraints of this RFP, consistent with the evaluation criteria set out in Section SEVEN.

An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the Proposer.

A Proposal shall be evaluated to determine whether the Proposer responds to the provisions, including goals and financial incentives, established in the request for Proposals in order to eliminate and prevent discrimination in CCSO contracting without regard to race, creed, color, sex, religion, age, national origin, disability, marital status, citizenship status or any other category protected by federal, state or local statute or code.

SECTION SEVEN
EVALUATION CRITERIA AND CONTRACTOR SELECTION

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS CONTRACT IS 100

7.01
Understanding of the Project

Proposals will be evaluated against the questions set out below:

(a) Has the Proposer demonstrated a thorough understanding of the purpose and scope of the project, including the deliverables expected by CCSO?

(b) How well has the Proposer identified pertinent issues and potential problems related to the project?

(c) Has the Proposer demonstrated an understanding of the CCSO's time schedule and can meet it?

(d) Has the Proposer demonstrated a thorough consideration and issues related to any Options/Additional CLINS?

7.02
Methodology Used for the Project

Proposals will be evaluated against the questions set out below:

(a) Does the methodology depict a logical approach to fulfilling the requirements of the RFP?

(b) Does the methodology match and achieve the objectives set out in the RFP?

(c) Does the methodology include addressing the objectives for any Options/Additional CLINs?

(d) Does the methodology interface with the time schedule in the Proposal?

7.03
Management Plan for the Project

Proposals will be evaluated against the questions set out below:

(a) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?

(b) Is the organization of the project team clear?

(c) How well is accountability, lines of authority, and communication completely and clearly defined?

(d) To what extent does the Proposer already have the hardware, software, equipment, and licenses necessary to perform the contract?

(e) Does it appear that Proposer can meet the schedule set out in the RFP?

(f) Has the Proposer gone beyond the minimum tasks necessary to meet the objectives of the RFP?

(g) Is the Proposal practical, feasible, and within acceptable hourly rates?

(h) How well have any potential problems been identified?

(i) Is the Proposal submitted responsive to any/all equipment requirements in the RFP?

7.04
Experience and Qualifications

Proposals will be evaluated against the questions set out below:

Questions regarding personnel:

(a) Do the individuals assigned to the project have experience on similar projects?

(b) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?

(c) How extensive is the applicable education and experience of the personnel designated to work on the project?

Questions regarding the firm:

(d) How well has the firm demonstrated experience in completing projects on time and within budget?

(e) How successful is the general history of the firm regarding timely and successful completion of projects?

(f) Has the firm provided letters of reference from previous clients or contacts?

(g) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the Proposer?

7.05
Contract Cost

The lowest cost Proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other Proposals will be determined through the method set out in Section 2.11.

APPENDIX A
FORMS

1. W-9 Form, First Page
2. Proposal Submittal Form
3. Qualifications Statement
4. Non-Collusive Affidavit
5. Public Entity Crimes Statement
6. Drug Free Workplace Form
7. Indemnification/Hold Harmless Form
8. Insurance Requirements
9. Form 2 RFP Authorized Signature Form
10. Form 3A Interest in Competitive Bid for Public Business
11. References
12. Cost/Fee Schedule
13. Proposal Completeness Checklist

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number

☐☐ - ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

SEALED REQUEST FOR PROPOSALS
CLAY COUNTY SHERIFF'S OFFICE
RFP # B17-001 CLAY COUNTY SHERIFF'S OFFICE GRAPHIC DESIGN SERVICES
PROPOSAL SUBMITTAL FORM

Company Name Telephone

Home Office Address

City, State & Zip

Address: Office Servicing Clay County, other than above

Name/Title of CCSO Representative Telephone

Fax Number Email Address

The undersigned attests to his/her authority to submit this Proposal and to bind the Contractor herein named to perform as per contract, if the Contractor is awarded a Contract by the CCSO.

The undersigned further certifies that he/she has read the Request for Qualifications, Terms and Conditions, Insurance Requirements and all other documentation relating to this request and this Proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

Addendum No._____ Dated _____ Addendum No._____ Dated_____
Addendum No._____ Dated _____ Addendum No._____ Dated_____

Signature Date

Proposal Submittal Form THIS PAGE MUST BE COMPLETED & SUBMITTED WITH PROPOSAL

SEALED REQUEST FOR PROPOSALS
CLAY COUNTY SHERIFF'S OFFICE
RFP # B17-001 CLAY COUNTY SHERIFF'S OFFICE GRAPHIC DESIGN SERVICES

QUALIFICATIONS STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

SUBMITTED TO: Clay County Sheriff's Office
Purchasing Manager
901 North Orange Avenue
Green Cove Springs, FL 32043

CHECK ONE:
___Corporation
___Partnership
___Individual
___Joint Venture
___Other

SUBMITTED BY:
NAME: _____
ADDRESS: _____
PRINCIPLE OFFICE: _____

State the true, exact, correct and complete legal name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Proposer is:
_____

The address of the principal place of business is: _____

If the Proposer is a corporation, answer the following:

a. Date of Incorporation: _____

b. State of Incorporation: _____

c. President's Name: _____

d. Vice President's Name: _____

e. Secretary's Name: _____

f. Treasurer's Name: _____

g. Name and address of Resident Agent: _____

If Proposer is an individual or partnership, answer the following:

a. Date of Organization: _____

b. Name, address and ownership units of all partners: _____

_____

_____

c. State whether general or limited partnership: _____

Qualifications Statement Form THIS PAGE MUST BE COMPLETED & SUBMITTED WITH PROPOSAL

If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

_____

_____

_____

_____

If Proposer is operating under fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

How many years has your organization been in business under its present business name?

_____

Under what other former names has your organization operated?

_____

_____

_____

_____

ACKNOWLEDGEMENT

State of Florida
County of _____

On this the _____ day of _____, 20__, before me, the undersigned Notary Public of the State of _____, personally appeared _____ and (Name(s) of individual(s) who appeared before notary) whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

_____
NOTARY PUBLIC, STATE OF _____

NOTARY PUBLIC
SEAL OF OFFICE:

_____
(Name of Notary Public: Print, stamp, or type as commissioned)

__Personally known to me, or __Produced Identification: _____ **DID** take an oath, or **DID NOT** take an oath

Qualifications Statement Form THIS PAGE MUST BE COMPLETED & SUBMITTED WITH PROPOSAL

NON-COLLUSIVE AFFIDAVIT

State of _____

SS.

County of _____

_____ being first duly sworn, deposes and says that:

1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____ the Proposer that has submitted the attached Proposal;

2. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

3. Such Proposal is genuine and is not a collusive or sham Proposal;

4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or have in any manner, directly or indirectly sought by agreement or collusion, or have in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any Proposer, firm, or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposal Work.

Signed, sealed and delivered
in the presence of:

_____ By:_____

_____ _____
(Printed Name)

_____
(Title)

ACKNOWLEDGEMENT

State of Florida
County of _____

On this the _____ day of _____, 20__, before me, the undersigned Notary Public of the State of _____, personally appeared _____ and (Name(s) of individual(s) who appeared before notary) whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

_____
NOTARY PUBLIC, STATE OF _____

NOTARY PUBLIC
SEAL OF OFFICE:

_____
(Name of Notary Public: Print, stamp, or type as commissioned)

__Personally known to me, or __Produced Identification: _____ **DID** take an oath, or **DID NOT** take an oath

PUBLIC ENTITY CRIME INFORMATION

A person or affiliate who has been placed on the State of Florida's convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for services in 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, Sub-Contractor, or Contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in **Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list**.

I, _____, being an authorized representative of the firm of

_____, located at City:_____

State: _____ Zip: _____, have read and understand the contents of the

Public Entity Crime Information and of this formal RFP package, hereby submit our Proposal

accordingly.

Signature: _____ Date: _____

Phone: _____ Fax: _____

Federal ID#: _____

Public Entity Crime Form THIS PAGE MUST BE COMPLETED & SUBMITTED WITH PROPOSAL

DRUG FREE WORKPLACE

Preference shall be given to business with drug-free workplace programs. Whenever two or more Proposals, which are equal with qualifications and service, are received by the CCSO for the procurement of commodities or contractual services, a Proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, your firm shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under an RFP, a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under RFP, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of the United Sates or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Concur_____ Variance _____

_____ _____

Date Contractor's Signature

Drug-Free Workplace Form THIS PAGE MUST BE COMPLETED & SUBMITTED WITH PROPOSAL

INDEMNIFICATION/HOLD HARMLESS

The elected firm shall (if required by CCSO) defend, indemnify and hold the CCSO, the CCSO's representatives or agents, and the officers, directors, agents, employees, and assign of each harmless for and against any and all claims, demands, suits, judgments, damages to persons or property, injuries, losses or expenses of any nature whatsoever (including attorneys' fees at trial at appellate level) arising directly or indirectly from or out of any negligent act or omission of the elected firm, its Sub-contractors and their officers, directors, agents or employees; any failure of the elected firm to perform its services hereunder in accordance with generally accepted professional standards; any material breach of the elected firm's representations as set forth in the Proposal or any other failure of the elected firm to comply with the obligations on its part to be performed under this contract.

Concur _____ Variance _____

I, _____, being an authorized representative of the firm of

_____ located at City _____

_____, State _____, Zip Code _____

Phone: _____ Fax: _____.

Having read and understood the contents above, hereby submit accordingly as of this

Date, _____, 20_____.

_____
Please Print Name

_____
Signature

This signed document shall remain in effect for a period of one (1) year from the date of signature of for the contract period, whichever is longer.

INSURANCE REQUIREMENTS

The successful Proposer, upon being awarded the contract and before commencing any work, shall provide insurance and furnish the CCSO with a Certificate of Insurance as required by federal, state, and local guidelines.

FORM 2

REQUEST FOR PROPOSAL AUTHORIZED SIGNATURE

The undersigned person, by the undersigned's authorized signature affixed hereon, warrants that:

1. The undersigned is an authorized representative of the Contractor's firm and the enclosed Proposal is submitted on behalf of the Consulting Contractor firm.

2. The undersigned has carefully reviewed all the materials and data provided on the Contractor firm's Proposal on behalf of the firm, and, after specific inquiry, believes all the material and data to be true and correct.

3. The Proposal offered by the Contractor's firm is in full compliance with the Request for Proposal requirements set forth in this Request for Proposal.

4. The Contractor's firm authorizes the CCSO, its staff or consultants to contact any of the references provided in the Proposal and specifically authorizes such references to release either orally, or in writing, any appropriate data with respect to the Consulting Contractor's firm offering this Proposal.

5. The undersigned has been specifically authorized to issue a contract in full compliance with all requirements and conditions as set forth in this Request for Proposal.

6. If this Proposal is accepted, contracts will be issued as negotiated in a format acceptable to the CCSO in form and content.

7. Each Proposal submitted by the Proposer shall contain this form with the **original** signature of authorized representative.

_____
Name of Firm

_____
Signature of Authorized Representative

_____
Type or Printed Name of Authorized Representative

_____
Title Date

FORM 3A INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS

LAST NAME, FIRST NAME, MIDDLE NAME	OFFICE POSITION HELD
MAILING ADDRESS	AGENCY
CITY STATE ZIP	ADDRESS OF AGENCY

WHO MUST FILE THIS STATEMENT

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, Florida Statutes and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes (1983) provides certain limited exemptions to the above referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. This form has been promulgated by the Commission on Ethics for such disclosure, if and when applicable to a public officer or employee.

INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS (Required by 112.313(12(b) Fl. Stat. (1983)

1. The competitive bid to which this statement applies has been/will be submitted to the following government agency:
2. The person submitting the bid is: Name Position
3. The business entity with which the person submitting the bid is associated is:
4. My relationship to the person or business submitting the bid is as follows:
5. The nature if the business intended to the transacted in the event that this bid is awarded is as follows: a. The realty, goods and/or services to be supplied specifically include: _____ b. The realty, goods and/or services will be supplied for the following time: _____ c. Will the contract be subject to renewal without further competitive bidding? ____ Yes ____ No if so, how often? _____
6. Additional comments:
7. Signature Date Signed Date Filed
FILING INSTRUCTIONS If you are a state officer or employee required to disclose the information above, please file this form with the Secretary of State at the Capital, Tallahassee, Florida 32301. If you are an officer or employee of a political subdivision of this state and are subject to this disclosure, please file the statement with the Supervisor of Elections of the county in which the agency in which you are serving has its principal office.
NOTICE: UNDER THE PROVISIONS OF FLORIDA STATUTES #112.317 (1983), A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $5000.00

REFERENCES

Proposer shall submit as a part of the proposal package, business references with name of the business, address, contact person, and telephone number that have utilized the services being proposed to the CCSO. The CCSO reserves the right to contact any of the personnel of the references provided.

Name: _____ Name: _____

Address: _____ Address: _____

Contact: _____ Contact: _____

Telephone No.: (____)_____ Telephone No.: (____)_____

Name: _____ Name: _____

Address: _____ Address: _____

Contact: _____ Contact: _____

Telephone No.: (____)_____ Telephone No.: (____)_____

Name: _____ Name: _____

Address: _____ Address: _____

Contact: _____ Contact: _____

Telephone No.: (____)_____ Telephone No.: (____)_____

COST/FEE SCHEDULE PROPOSAL

EVENT	HOURLY CHARGES
A. Informational Fliers	
B. Event Branding	
C. Invitations	
D. Banners	
E. Reports (per page)	
F. Advertisements	
G. Programs	
H. Logos	
I. Other fees as proposed by responder. Please specify.	

CCSO REQUEST FOR PROPOSAL
PROPOSAL COMPLETENESS CHECKLIST

The following checklist is a summary of the submission requirements for the RFP Documents. The firms can utilize this checklist to ensure the completeness of its Proposal. Specific requirements and information associated with this checklist are included in Section 2 of this RFP. The Firm shall submit its information in the order outlined by the checklist and reference each submission item in its Proposal to the corresponding subsection number of the RFP. This checklist may not be all inclusive of the information required as part of this RFP; therefore the firm shall refer to the sections of this RFP to satisfy itself that all of requirements for submission have been addressed.

- Proposal received at the office of the Purchasing Section (Proposals electronically transmitted by FAX, E-mail, etc., are not acceptable).

- Proposal sets enclosed in a single, sealed package with the following information on the envelope face:

    - Addressed to Purchasing Section, Clay County Sheriff's Office, 901 North Orange Avenue, Green Cove Springs, Florida 32043
    - Title of RFP
    - RFP number
    - Name of Firm,
    - Business address of Firm,
    - Telephone Number, and
    - FAX Number.

- Four (4) completed sets of the Proposal included (1 original and 3 copies).

- Cover sheet of each Proposal set shall include:

    - Title of RFP
    - RFP number
    - Firm name,
    - Business address of Firm,
    - Firm telephone number,
    - Firm FAX number,

- All text of Proposal is on 8.5 x 11 size paper with typeface not less than 10-point type.

- Original cover letter of understanding and interest stating:

    - Title of RFP
    - RFP number
    - All information submitted in support of the RFP is accurate and factual,
    - If selected, the Firm commits to carry out the project,
    - Firm is prepared to meet the required insurance, financial, and performance guarantees,
    - Signed and dated by the officer of the Firm empowered to commit the Firm to the obligations contained in the Proposal.

- Project descriptions for 3 projects, completed by members of the Firm within the last 3 years, relevant to the proposed CCSO project. (At the Firm's option, projects that are currently in the development

and/or construction stage can also be included in addition to the 3 completed projects). Each project description shall include the following, in the same sequence as listed:

- Name, address, and phone number of a contact/reference, (these references may be contacted by the CCSO.
- Performance guarantees provided by the Firm.
- Costs of the projects.
- Information concerning major equipment types, installation, operation, and suppliers.
- Proposed and actual project schedules.
- Any unique problems, the approach to resolve these problems encountered, and address all phases of the project, including permitting, bidding, award, design, and construction.
- At the Firm's option, projects that are currently in the development and/or construction stage can also be included in addition to the three (3) completed projects.
- Statement as to whether projects were completed within contract time frame and within budget, projects not completed on time or within budget should be explained.
- A description of any judgments, claims, arbitration proceedings or suits pending or outstanding against the organization or its officers.
- A description of any lawsuits filed or arbitration requested with regard to construction contracts within the last 5 years.

- Firm profile including all of the following:

  - Name,
  - Principal business address,
  - Principal business contact,
  - Original letter of understanding and interest (specifics previously described).
  - Form of business (corporation, partnership, joint venture, etc.),
  - Names of partners or officers,
  - If a corporation, date and state of incorporation,
  - If partnership or joint venture:
    - Date of agreement specific to this project,
    - List of major firms or joint venture members
    - Identify assignments of legal or financial liabilities or responsibilities.
  - If Firm is a partially or fully owned subsidiary, identify parent firm and relationship with parent corporation.
  - Resumes of key personnel.
  - Letters of Reference from previous, similar customers and projects, preferably at least 3.

- Project Approach

- Cost projections and Preliminary Project Schedule for the conductance of the entire project.

- The following financial information shall be submitted for each Firm:

  - Statement committing Firm to provide a certificate of insurance in the RFP for the proposed project.
  - Documentation based on the submitted cost estimate, that the Firm/Guarantor can deliver bid, construction performance, and payment bonds as security for the faithful performance and payment of all his obligations under the future contract documents.