

REQUEST FOR PROPOSALS

18-050

CONSTRUCTION PHASE ENGINEERING SERVICES FOR
ISTOKPOGA MARSH WATERSHED IMPROVEMENT DISTRICT
PHASE 2 ABOVE GROUND IMPOUNDMENT
PROJECT NO. 14041

August 2018



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**HIGHLANDS COUNTY BOARD OF
COUNTY COMMISSIONERS**
Purchasing Division

REQUEST FOR PROPOSALS ("RFP")

The Board of County Commissioners ("Board"), Highlands County, a political subdivision of the State of Florida ("County") will receive sealed Proposals in the Highlands County Purchasing Division ("Purchasing Division") for:

**RFP NO. 18-050 CONSTRUCTION PHASE ENGINEERING SERVICES FOR
ISTOKPOGA MARSH WATERSHED IMPROVEMENT DISTRICT
PHASE 2 ABOVE GROUND IMPOUNDMENT
PROJECT NO. 14041**

Specifications may be obtained by downloading from our website: www.hbcc.net, or www.vendorregistry.com. Copies of solicitation documents obtained from other sources are not considered official and **should not** be relied upon.

Please refer any questions to: Chris Davis, Purchasing Manager, 600 S. Commerce Ave., Sebring, Florida 33870, phone: 863-402-6528 or email: cmdavis@hbcc.org.

A PRE-PROPOSAL meeting will not be held for this solicitation. Each submittal shall include one (1) original and five (5) exact paper copies and six (6) electronic copies (CD's or thumb drives) of the Proposal submission packet. PROPOSALS MUST BE DELIVERED to the Purchasing Division, 600 S. Commerce Ave., Sebring, Florida 33870 to reach that office no later than **3:30 P.M., Monday September 10, 2018** at which time they will be opened. The Public is invited to attend this meeting. Proposal envelopes must be sealed and marked with the Proposal number and name so as to identify the enclosed Proposal. Proposals received later than the date and time as specified will be rejected. The County will not be responsible for the late deliveries of Proposals that are incorrectly addressed, delivered in person, by mail or any other type of delivery service.

One or more County Commissioners may be in attendance at the Proposal opening.

The Board's Local Preference Policy and Women/Minority Business Enterprise Preference is **not** applicable to this solicitation.

The Board does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or Section 286.26, Florida Statutes should contact Ms. Pam Rogers, ADA Coordinator at: 863-402-6509 (Voice), or via Florida Relay Service 711, or by e-mail: progers@hbcc.org. Requests for CART or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

Board of County Commissioners, Highlands County, FL

www.hbcc.net

SECTION II. GENERAL TERMS AND CONDITIONS

- A. For purposes of this RFP, the following terms are defined as follows:
1. County means Highlands County, a political subdivision of the State of Florida, the Highlands County and other public entities involved in this cooperative solicitation.
 2. Proposer means the person or entity submitting a Proposal in response to this RFP.
- B. All Proposals shall become the property of the HCBCC.
- C. Compliance Requirements. All Bidders shall comply with Section 287.087, Florida Statutes, pertaining to drug free workplace programs; Section 287.133(2)(a), Florida Statutes, pertaining to public entity crimes; Section 287.134, Florida Statutes, pertaining to discrimination and Section 287.135, Florida Statutes, prohibiting contracting with scrutinized companies

Section 287.087, Florida Statutes. Drug free workplace programs: In order to have a drug free workplace program, a business 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 actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

Section 287.133, Florida Statutes. Public entity crime; denial or revocation of the right to transact business with public entities:

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

Section 287.134, Florida Statutes. Discrimination; denial or revocation of the right to transact business with public entities:

(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, Proposal or reply on a contract or provide goods or services to a public entity; may not submit a bid, Proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids Proposals or replies on leases of real property to a public entity; may not be awarded or perform work as an contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with a public entity.

Section 287.135, Florida Statutes. Prohibition against contracting with scrutinized companies:

(2) A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company:

(a) Is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel;

(b) Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes.

(c) Is engaged in business operations in Cuba or Syria.

(5) At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or governmental entity for goods or services of \$1 million or more, the company must certify that the company is not participating in a boycott of Israel, on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Cuba or Syria.

CERTIFICATIONS OF COMPLIANCE WITH THE ABOVE REFERENCED STATUTES ARE LOCATED ON SECTION XV, AND MUST BE INCLUDED WITH THE PROPOSAL, SIGNED AND NOTARIZED

- D. Proposals are due and must be received in accordance with the instructions given in the announcement page and any subsequent Addenda.
- E. The County will not reimburse Proposers for any costs or expenses incurred in connection with the preparation and submittal of any Proposal.
- F. Proposers, their agents and associates shall not solicit any County Official and shall not contact any County Official other than the individual listed in Section XI of this RFP for additional information and clarification.
- G. Due care and diligence has been exercised in the preparation of this RFP and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the services required rests solely with those submitting a Proposal. Neither the County nor its representatives shall be responsible for any error or omission in the Proposals submitted, nor for the failure on the part of the Proposers to determine the full extent of the exposures.
- H. All timely Proposals meeting the specifications set forth in this RFP will be considered. However, Proposers are cautioned to clearly indicate any deviations from these specifications. The terms and conditions contained herein are those desired by the County and preference will be given to those Proposals in full or substantially full compliance with them.
- I. Each Proposer is responsible for full and complete compliance with all laws, rules and regulations including those of the Federal Government, the State of Florida and the County of Highlands. Failure or inability on the part of the Proposer to have complete knowledge and intent to comply with such laws, rules and regulations shall not relieve any Proposer from its obligation to honor its Proposal and to perform completely in accordance with its Proposal.
- J. The County, at its discretion, reserves the right to waive minor informalities or irregularities in any Proposals, to reject any and all Proposals in whole or in part, with or without cause, and to accept that Proposal, if any, which in its judgment will be in its best interest.
- K. Award will be made to the Proposer whose Proposal is determined to be the most advantageous to the County, taking into consideration those Proposals in compliance with the requirements as set forth in this RFP. The HCBCC reserves the right to reject any and all Proposals for any reason or make no award whatsoever or request clarification of information from the Proposers.
- L. Any interpretation, clarification, correction or change to this RFP will be made by written addendum issued by the Highlands County Purchasing Department. Any oral or other type of communication concerning this RFP shall not be binding.

- M. Proposals must be signed by an individual of the Proposer's organization legally authorized to commit the Proposer to the performance of services contemplated by this RFP.
- N. Unless otherwise stated in the specifications, the following Insurance Requirements will be included in the contract and must be met before delivery of goods and performance of services:
1. **Workers' Compensation Insurance:** The Contractor shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with the law of the State of Florida and federal laws. The policy must include Employer' Liability with a limit of \$100,000 each accident, \$100,000 each employee, \$500,000 policy limit for disease.
 2. **Commercial General Liability Insurance: Occurrence Form Required:** The Contractor shall have and maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the work performed pursuant to this RFP in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.
 3. **Commercial Automobile Liability Insurance:** The Contractor shall have and maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.
 4. **Professional Liability Insurance:** The Contractor shall have and maintain professional liability insurance with a limit not less than \$1,000,000 per occurrence. If coverage is provided on a claims-made basis, the retroactive date shall be prior or equal to the effective date of any contract with the County. The coverage shall be renewed or include a "tail" or discovery, or continuous renewal of coverage for a period of 3 years following the termination of the contract entered into in connection with this RFP
 5. **Special Requirements / Evidence of Insurance:**
 - a. A copy of the Proposer's current certificate of insurance **MUST** be provided with the Proposal submitted in response to this RFP. A formal certificate shall be provided upon announcement that a Proposer has been awarded the work as called for in this RFP. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by the County

before commencement of any work activities. The formal insurance certificate shall also comply with the following:

- (i) "Highlands County, a Political Subdivision of the State of Florida and its Elected Officials, its Agents, Employees, and Volunteers" shall be named as an "Additional Insured" on all policies except Worker's Compensation and Professional Liability.
- (ii) The policy shall provide a 30 day notification clause in the event of cancellation or modification to the policy. Highlands County will be given notice prior to cancellation or modification of any stipulated insurance.
 - In the event the insurance coverage expires prior to termination of the contract entered into in connection with this RFP, a renewal certificate shall be issued 30-days prior to said expiration date.
 - Such notification will be in writing by registered mail, return receipt requested, and addressed to the Purchasing Manager, 600 S. Commerce Avenue, Sebring, FL 33870.
- b. It should be remembered that these are minimum requirements, which are subject to modification in response to high hazard operations.
- c. The policies of insurance shall be written on forms acceptable to the County and placed with insurance carriers authorized by the Insurance Department in the State of Florida and meet a minimum financial AM Best company rating of no less than "A- Excellent: FSC VII.
- d. The Contractor shall hold the County, its agents and employees, harmless on account of claims for damages to persons, property or premises arising out of the services performed to in connection with this RFP. The County reserves the right to require Contractor to provide and pay for any other insurance coverage the County deems necessary, depending upon the possible exposure to liability.
- e. All policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite"/Per Job Aggregate. All liability insurance except Professional Liability shall be Primary and Non-Contributory. Certificate of Insurance shall confirm in writing that these provisions apply.

6. Renewal

- a. In the event the insurance coverage, that is provided pursuant to the terms of the contract entered into in connection with this RFP, is subject to expiration prior to termination of that contract, a renewal certificate shall be issued 30-days prior to the expiration date.
- b. That notification will be in writing by registered mail, return receipt requested, and addressed to the County Purchasing Manager, 600 S. Commerce Ave., Sebring, FL 33870.

- O. The following “Statement of Indemnification” will be incorporated in the contract entered into in connection with this RFP.

Contractor shall, in addition to any other obligation to indemnify the Board and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the Board, its elected officials, employees, agents, and volunteers from and against all claims, actions, liabilities, losses (including economic losses), costs, including attorneys' fees and all costs of litigation, and judgments of every name and description arising out of or incidental to the performance of this Agreement or work performed under or related to this Agreement, unless caused by the sole negligence of the Board, its elected officials, employees, agents, or volunteers. Any cost or expenses, including attorney's fees (including appellate, bankruptcy or patent counsel fees), incurred by the Board to enforce this Indemnification shall be borne by the Contractor. This Indemnification shall also cover all claims brought against the Board, its elected officials, employees, agents, or volunteers by any employee of the Contractor. The Contractor's obligation under this Indemnification shall not be limited in any way to the agreed upon Agreement price as shown in this Agreement or the Contractor's limit on or lack of sufficient insurance protection. Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Indemnification shall survive indefinitely.

- P. All pages included in or attached by reference to this RFP shall be called and constitute the Request for Proposals as stated on the front page of this RFP.
- Q. If submitting a Proposal for more than one RFP, each Proposal must be in a separate envelope and correctly marked. Only one Proposal per RFP shall be accepted from any person, corporation or firm. Modifications will not be accepted or acknowledged.
- R. Each Proposal must contain proof of enrollment in E-Verify.
- S. Minority Owned and Women Owned businesses must submit a copy of the certificate to receive credit.
- T. Board policy prohibits any County employee or members of their family from receiving any gift, benefit, and/or profit resulting from any contract or purchase. Board policy also prohibits acceptance of gifts of any kind other than advertising novelties valued less than \$10.00
- U. Proposals are only accepted if delivered to the location and prior to the time specified on the RFP. Proposals must be delivered in sealed envelope or box. Late Proposals will not be accepted under any circumstances. If Proposals received after the scheduled time of the Proposal Opening Meeting, the Proposer will be contacted for disposition. The Purchasing Department, at the Proposer's expense, can return the unopened envelope, or, at the Proposer's request in writing, can destroy it.
- V. Emailed and faxed Proposals will not be accepted. Any blank spaces on the required Proposal form or the absence of required submittals or signatures may cause the Proposal to be declared non-responsive.

- W. The County is not responsible for correcting any errors or typos made on the Proposal. Incorrect calculations, errors may cause the Proposal to be declared non-responsive.
- X. The Proposer shall comply with the Florida Sales and Use Tax Law as it may apply to the contract. The quoted amount(s) shall include any and all Florida Sales and Use Tax payment obligations required by Florida Law of the successful Proposer and its material suppliers.
- Y. Any material submitted in response to this RFP will become public record pursuant to Section 119, Florida Statutes.
- Z. In the event of legal proceedings to enforce the terms of a contract entered into in connection with this RFP, the prevailing party will be entitled to legal fees. Venue is in Highlands County, Florida.
- AA. If any Proposer violates or is a party to a violation of the code of ethics of Highlands County or the State of Florida, with respect to this RFP, such Proposer may be disqualified from performing the work described in this RFP or from furnishing the goods or services for which this RFP is issued and shall be further disqualified from bidding on any future requests for work, goods or services for the County.
- BB. The selected firm shall be considered to be an independent Consultant and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Consultant represent that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the County.
- CC. All funds for payment by the County under the resulting contract are subject to the availability of an annual appropriation for this purpose by the County. In the event funds are not appropriated by the County or other funding source, for the subject services, the County will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Consultant on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this contract beyond the date of termination.
- DD. If, at any time during the contract term, the service performed or work done by the Consultant is considered by Highlands County to create a condition that threatens the health, safety, or welfare of the community, the Consultant shall, on being notified by Highlands County, immediately correct such deficient service or work. In the event the Consultant fails, after notice, to correct the deficient service or work immediately, Highlands County shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Consultant.

- EE. By submitting a response, the Consultant certifies that it is not currently debarred from submitting bids, proposals or other responses for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting such responses for contracts issued by any subdivision or agency of the State of Florida.
- FF. By submitting a response, the Consultant certifies that the wage rates and costs used to determine the compensation provided for in a resulting contract will be accurate, complete and current as of the date of the resulting contract and no higher than those charged the Offeror's most favored customer(s) for the same or substantially similar services. The said rates and costs shall be adjusted to exclude any significant sums should the County determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside consultants. The County may exercise its rights under this "certification" within one (1) year following final payment.
- GG. By submitting a response, the Consultant agrees to enter into a Contract substantially in the form of the attached Contract.

END OF SECTION

SECTION III. THE COUNTY'S RESERVATION OF RIGHTS

A. RESERVATION OF RIGHTS:

This RFP constitutes only an invitation to submit a Proposal to the HCBCC. The HCBCC reserves, holds and may in its own discretion, exercise any or all of the following rights and options with respect to this RFP:

1. To supplement, amend or otherwise modify this RFP, and to cancel this RFP with or without the substitution of another Request for Proposals (RFP).
2. To issue additional subsequent RFP's.
3. To reject all incomplete / non-responsive responses, or responses with errors.
4. The County reserves the right to determine, in its sole discretion, whether any aspect of the submitted Proposals is satisfactory to meet the criteria established in this document, the right to seek clarification and/or additional information from any submitting Proposer.
5. The County also reserves the right to modify the scope of work for this project.
6. If the County believes that collusion exists among Proposers, all Proposals will be rejected.
7. The County reserves the right to audit the records of the awarded Proposer related to this RFP at any time during the contract period and for a period of five (5) years after final payment is made. The awarded Proposer shall provide copies of any records related to contracts entered into in connection with this RFP solely at the cost of reproduction.

SECTION IV. ADDITIONAL TERMS AND CONDITIONS FOR RFP 18-050

A. ADDENDUMS:

In this RFP the Board has attempted to address most situations that may occur. However, should situations arise that are not addressed, they will be dealt with on a case by case basis, at the discretion of the Board. If deemed necessary, the Purchasing Department will supplement this RFP document with Addendums. These Addendums will be posted on the County's website, www.hcbcc.net and www.VendorRegistry.com. It is the sole responsibility of the Proposer to check the website for Addendums. Proposers must acknowledge receipt of Addendums by completing the respective section on the bid/proposal submittal form.

B. AFFIRMATION:

By submitting a Proposal, the Proposer affirms that the Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. The Proposer has not directly or indirectly induced or solicited any other

person to submit a false or sham Proposal. The Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a Proposal; and the Proposer has not sought by collusion to obtain for him/herself any advantage over other persons or over the County.

C. COUNTY EMPLOYEES / CONFLICT OF INTEREST:

All Proposers must disclose the name of any officer, director or agent who is also an employee of the HCBCC, or any of the public entities which will receives services related to this solicitation. All Proposers must disclose the name of any employee of the entities named in the preceding sentence who owns, directly or indirectly, any interest in the Proposer's business or any of its branches.

D. JOINT PROPOSALS:

In the event multiple vendors submit a joint Proposal in response to this solicitation, a single Proposer shall be identified as Primary Proposer. The Primary Proposer must include the name, address and contact information of all parties of the joint Proposal. Primary Proposer shall provide all insurance requirements, execute any contract, sign the Proposal and have overall and complete accountability to resolve any dispute arising within the contract. Only a single contract with one Proposer will be acceptable. Invoices will be accepted from and paid only to the Primary Proposer. Primary Proposer shall remain responsible for performing services associated with Proposal made in response to this RFP.

E. MISUNDERSTANDINGS:

The failure or omission of the Proposer to receive or examine any instruction or document, or any part of the specifications, or to visit the site and acquaint themselves as to the nature and location of the work (where applicable), the general and local conditions, and all matters which may in any way affect performance shall not relieve the Proposer of any obligation to perform as specified herein. The Proposer understands the intent and purpose thereof and their obligations and will not make any claim for, or have any right to damages resulting from, any misunderstanding or misinterpretation of this RFP or because of any lack of information.

F. ASSIGNMENT OF CONTRACT:

The selected Proposer shall not assign, transfer, convey, sublet or sell any portion of any contract entered into in connection with this RFP unless permission is first given by the HCBCC. All matters dealing with these actions must be conducted in written format.

G. COMPLAINTS:

The contract will provide that complaints against the Contractor will be processed through the County's Human Resources Department and are to be corrected within five (5) business days. Written response to the Human Resources Manager is required. Failure to properly resolve complaints within five (5) business days may result in cancellation of the contract. Repeat complaints against the Contractor may result in termination of contract.

H. REQUEST FOR CHANGE OF RFP SPECIFICATIONS:

Requests for changes to specifications must be submitted for consideration in writing to the designated contact. Request must be submitted by the Request For Information (RFI)

Cut-off date. (See Section X of this RFP.) The request will be evaluated by the Project Manager, and the County's response will be addressed in an Addendum.

I. EXEMPTIONS / ITEMS NOT IDENTIFIED IN THE SCOPE OF WORK:

Any modification to these specifications by a Proposer shall be an exception to the RFP and must be discussed in detail by the Proposer in their response under "Exemptions / Items not identified in scope of work", unless otherwise specified.

J. DOCUMENTATION RESULTING FROM SERVICES RENDERED:

The Proposer will be prohibited from publishing or releasing any information related to the requested services without the prior written permission from the County. All reports or documents resulting from the ensuing contract will remain the sole property of the County.

V. GENERAL SPECIFICATIONS FOR RFP 18-050

A. INTRODUCTION

The Board of County Commissioners, Highlands County, Florida hereby gives notice that it intends to award a contract for Construction Phase Engineering Services for the Istokpoga Marsh Watershed Improvement District Phase 2 Above Ground Impoundment and invites proposals from firms for this project and for these services as defined by the laws of the State of Florida. This solicitation is intended to comply with Florida Statute, 287.055, Consultant's Competitive Negotiation Act (CCNA).

B. SCOPE OF PROJECT

Highlands County hereby requests and invites qualified Engineering firms to submit statements of qualifications to participate in a competitive process in which the County will select a firm to provide professional engineering services associated with the construction of an above ground impoundment area, conveyance channels, and other appurtenances as shown on the drawings and described in the specifications prepared by Royal Consulting Services, Inc. and attached as Exhibit A. Services shall consist of pre-construction coordination and document review, review and response to contractor submittals, pay applications and requests for information, full-time on-site construction observation, periodic on-site project review meetings, preparation of requests for proposals and review of contractor's change order proposals, review of test results and surveys, inspections for substantial and final completion, and other services as may be required by the County for the completion of the project.

C. SPECIALIZED NATURE OF PROJECT

Due to the unique characteristics of above ground impoundment facilities, experience in the planning, design, and construction of this type of facility is an important criterion for selection. As a part of the proposal, firms are required to submit statement of qualifications and specific experience in above ground impoundment facility projects. References, with appropriate contact information, are to be provided for those completed projects.

D. GRANT FUNDING AND COMPLIANCE

The Engineering Firm shall be responsible for the compliance with the grant agreements as it relates to the construction and monitoring of the project. These include verification of all required permits prior to the implementation of grant funded activity; quarterly progress reports and a final report; dated pictures of progress and completion, review of pay request documentation and verification of all payment requests; monitor and documentation of Davis Bacon Wage Rates; understands compliance with 2 CFR 200 for the federal funding; and signed statement by Florida Licensed engineer that the project was completed in accordance with the design.

VI. PROPOSAL FORMAT CRITERIA

- A. Each Proposer must fully complete and submit the Proposal Submittal Form provided in Section VI of this RFP and provide all necessary documentation to fully demonstrate the Proposer's and, if not the Proposer, the Consultant's, capabilities and qualifications. Failure to supply the required documentation will be grounds for rejection of the Proposal.
 - a. Proposals must be sealed and marked with the name of the Proposer, the RFP number and title so as to identify the enclosed Proposal.
 - b. Each Proposal shall include one (1) original and five (5) exact paper copies and six (6) exact electronic copies (such as compact discs or thumb drives) of the Proposal, all of which are properly indexed and tabbed.
- 1. Electronic copies:
 - a. No macros, audio-start media allowed.
 - b. PDF or Word formats are allowed.
 - c. The Proposer must ensure that the electronic copy includes only one (1) file of the entire submittal and that the electronic file is the exact copy of the original.
 - c. It is imperative that the information submitted is precise, clear, and complete. All Proposals must be presented in an 8 1/2" by 11" bound document. Proposals shall not exceed fifty (50) pages single sided print. Proposals not conforming to this format may be disqualified from further consideration or will receive a lower score under criteria B-7 of the Evaluation Score Sheet, an example of which is provided in Section VII of this RFP.

- d. At the discretion of the Evaluation Committee, Proposers, and if not the Proposer, the Consultant and the Proposer, may be asked to give short presentations / interviews as part of the selection and ranking process.
- e. Sections and subsections of the Proposal must correspond to the sequence/tabbed format identified below.

TAB-A

----- (No points)

- 1. Proposal Submittal Form (required, see Section VI of this RFP)
 - i. Table of Contents (optional)
 - ii. Acord Insurance Form or letter from an insurance agent confirming that the Proposer is able to obtain the required coverage at the time of contract execution. (required)
- 4. Copy of Professional Licenses
- 5. Executive Summary, not to exceed three (3) additional pages
- 6. Compliance Certificates from Section XIV.
 - a. Certificate pursuant to F.S. 287.135
 - b. Certificate pursuant to F.S. 287.087
 - c. Certificate pursuant to F.S. 287.133(3)(A)
 - d. Certificate pursuant to F.S. 287.134
 - e. Certification of participation in E-Verify (Not required for Owner-Operators having no employees)

The pages from Tab-A do not count toward the 50-page allowance.

TAB-B

1. Ability of Professional Personnel

----- (Maximum 20 points)

- a. Illustrate the proposer's organizational chart as it relates to professional services categories listed in Section IV of this RFP, indicating key personnel and their relationship to this project, especially the Project Manager.
- b. Indicate the general and specific project related capability, including training and experience, of all the proposed staff and indicate the adequate depth and abilities from within the organization which can be drawn upon as needed, including management, technical, and support staff. Include a minimum of one paragraph about each member of the project team, including his or her role in this proposed work.

2. Project Understanding/Project Approach

----- (Maximum 30 points)

- a. Describe your understanding of the Project Scope.

- b. Describe project approach;
- c. Describe Quality Assurance and Technical Procedures
- d. Describe the in-house capabilities of your firm to provide construction phase engineering services, scheduling oversight, cost control, value engineering, change order negotiations, construction management control system operation, or other similar capabilities.

3. Relevant Firm Experience

----- (Maximum 30 points)

- a. Describe the firm's background, history, and experience for similar services as described in this RFP.
- b. Describe the firm's past and current related experience having similar or greater relative size and complexity as the proposed project. Consideration will be given to the successful completion of previous projects and their complexity. List the projects which best illustrate the experience of the firm and current staff, including partners and members assigned for such project(s). Identify if the project was completed on budget and on schedule.

4. Location/Accessibility

----- (Maximum 10 points)

- 1. State the Proposer's office location(s)
- 2. Describe office where work will be performed.

5. Past Performance of Firm including Partners and Team Members

(Max. 20 pts)

The Proposer must provide five (5) references from clients for similar work completed by the Consultant (i.e. the person who will perform the services). The Scope of Work shall be indicated. Provide references including address, contact name, telephone number, and e-mail address. Evaluator's might submit questions to the references in a uniform manner. Please provide a current email address for the person listed if he or she is no longer available at the client. Indicate if the reference projects were completed on budget and on time.

6. Financial Capability

---- (Maximum 20 points)

Financial Capability – Provide a statement describing the financial capability of the firm. Provide an audited financial statement, if available, or financial report that includes a balance sheet and income statement covering the two most recent fiscal years.

Note: If this is considered confidential, it must be sealed and marked as confidential.

7. Current and Projected Workload

----- (Maximum 10 points)

Include a statement of the firm's current workload versus capacity of firm and joint venture partners.

8. RFP Format

----- (Maximum 10 points)

The Proposal shall be prepared and submitted in accordance with the Proposal Format Criteria required by this Section.

TAB-C

----- (No points)

The Proposer may include additional material under Tab-C. Please note that pages under Tab-C count toward the 50-page allowance. Additional material cannot be substituted for the documents that must be included in the Proposal under Tabs A and B pursuant to subsection F of this Section.

VII. PROPOSAL SUBMITTAL FORM

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

RFP IDENTIFICATION: RFP 18-050 – CONSTRUCTION PHASE
ENGINEERING SERVICES FOR
ISTOKPOGA MARSH WATERSHED IMPROVEMENT
DISTRICT PHASE 2 – PROJECT

PROPOSAL SUBMITTED TO: HIGHLANDS COUNTY BOARD OF COUNTY
COMMISSIONERS PURCHASING DIVISION

PROPOSAL SUBMITTED BY:

Proposer's Name

Proposer's Authorized Representative's Name

Proposer's Address 1

Proposer's Address 2

Contact's Name (Print)

Contact's E-mail Address

Contact's Phone Number

Name of Consultant (i.e. the person who will perform the contracted services)

In submitting this Proposal, Proposer represents that:

- Proposer has examined and carefully studied this RFP and the following Addenda (receipt of all which is hereby acknowledged below) showing date issued and Addenda number:

Date Issued	Addenda Number	Date Issued	Addenda Number	Date Issued	Addenda Number	Date Issued	Addenda Number

- This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal. Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a Proposal. Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over the County.
- Proposer agrees that no officer or employee or person whose salary is payable in whole or in part from the COUNTY is, will be or become interested, directly or indirectly, surety or otherwise in this response; in the performance of the resulting contract; in the purchase of supplies, materials, equipment, work and/or labor to which they relate; or in any portion of the profits thereof.
- That by submitting a response, the Offeror certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida.

SUBMITTED ON: _____, 20_____.

SIGNATURE: _____(seal)
Proposer's Authorized Representative

PRINTED NAME: _____

TITLE: _____

VIII. SAMPLE EVALUATION SCORE SHEET

EVALUATION SCORE SHEET FOR:

RFP 18-050

**CONSTRUCTION PHASE ENGINEERING SERVICES FOR
ISTOKPOGA MARSH WATERSHED IMPROVEMENT DISTRICT
PHASE 2 ABOVE GROUND IMPOUNDMENT**

CRITERIA FOR EVALUATION			EVALUATOR'S SCORE	WEIGHT	TOTAL SCORE PER CRITERIA	TOTAL POSSIBLE POINTS
			0 - 10			
B	1	Ability of Professional Personnel		2	-	20
B	2	Project Understanding/Project Approach		3		30
B	3	Relevant Firm Experience		3		30
B	4	Location/ Accessibility		1		10
B	5	Past Performance of Firm including Partners and Team Members		2		20
B	6	Financial Capability		2		20
B	7	Current and Projected Workload		1		10
B	8	RFP format		1		10
SUBTOTAL						150
Presentations (if requested)						50
TOTAL						200

PROPOSER'S NAME: _____

EVALUATOR'S NAME: _____

EVALUATOR'S SIGNATURE: _____

DATE: _____

IX. SELECTION PROCESS AND PRESENTATIONS

The selection process shall be open to the public and records shall be maintained in accordance with Florida's records retention requirements. The Proposal Evaluators have the right to correct any errors in the evaluation and selection process that may be made. The County is not obligated to award a contract and the Proposal Evaluators may decide to reject all Proposals. If the Proposal Evaluators decide not to reject all Proposals, the County may proceed in accordance with the Evaluation Committee's recommendation.

1. Proposals will be reviewed by the Evaluation Committee and the Proposers will be PRELIMINARILY ranked based upon the RFP Evaluation Criteria. Each Evaluation Committee member shall perform their own independent ranking. The County reserves the right to consider any Proposal as non-responsive if any part of the Proposal does not meet established scope and/or criteria.
 - i. After PRELIMINARY review of the Proposals, the top Proposers may be asked to give presentations, in person, as part of the selection and ranking process. The presentations will be scheduled at least one week from the time the invitation is sent to the selected Proposers.
 - ii. After presentations, the Evaluators will finalize their scores for up to 50 points for the presentation itself.

X. CONTRACT NEGOTIATION AND EXECUTION

Negotiation of a contract for services will follow the initial selection process with the top ranked firm. The successful firm offered this project will be required to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Should a satisfactory contract not be achieved with the top ranked proposer, the next ranked proposer will be contacted and negotiation will begin with that proposer and so on. Procurement and contracting of all Professional Services will conform to all Board, State and Federal regulations including 24 CFR, Part 85, and the Florida CCNA.

After negotiation, the recommended firm and contract will be submitted for review by the County Administrator and County Attorney prior to submittal to the Board. After review, the contract will be placed on a Board of County Commissioner's Agenda for approval and execution.

XI. TENTATIVE SCHEDULE

DATE	TIME	EVENT
Wednesday, August 8, 2018		First Advertisement
Wednesday, August 15, 2018		Second Advertisement
Wednesday, August 29, 2018	5 P.M.	Deadline to submit questions (RFI's)
Friday, September 31, 2018	5 P.M.	Deadline to release responses by County to RFI's
Monday, September 10, 2018	3:30 P.M.	Proposal due date
Thursday, September 20, 2018	9 A.M.	Review/Ranking of Proposals by the Evaluation Committee
Thursday, September 27, 2018	9 A.M.	Presentations (at the discretion of the Evaluation Committee)

Friday, September 28, 2018		Anticipated award date
Tuesday, October 16, 2018		Anticipated contract consideration by the Board of County Commissioners

XII. RFP CONTACT INFORMATION

All questions during the RFP process regarding this RFP and the details of the services to be performed shall be submitted by Proposers in writing to:

Chris Davis
Highlands County Purchasing Division
600 S. Commerce Ave., Sebring, Florida 33870
Email: cmdavis@hcbcc.org

XIII. REQUEST FOR INFORMATION (RFI) CUT-OFF

All questions regarding this RFP shall be submitted by Proposers in writing by 5 P.M. on Wednesday August 29, 2018 to the person identified in Section XI of this RFP. The County shall release responses to all RFI by 5 P.M. on Friday, September 31, 2018.

XIV. STANDARD PROFESSIONAL SERVICE AGREEMENT

THE FOLLOWING STANDARD AGREEMENT WILL BE USED TO SECURE THE SERVICES, WHICH ARE SPECIFIED HEREIN. RESPONDING FIRMS SHOULD INDICATE FULL ACCEPTANCE OF THIS FORM OR NOTE SPECIFIC CHANGES. ABSENT SPECIFIC CHANGES, FULL ACCEPTANCE WILL BE ASSUMED.

THIS AGREEMENT is made _____, 2018, by and between HIGHLANDS COUNTY, FLORIDA, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners (hereinafter referred to as "COUNTY"), and _____ (hereinafter referred to as "CONSULTANT").

WHEREAS, the COUNTY issued Request for Proposal (RFP) 18-050 Construction Phase Engineering Services for the Istokpoga Marsh Watershed Improvements District to secure the professional services of an experienced consultant; and

WHEREAS, the CONSULTANT submitted a response to the RFP 18-050 which was deemed by the COUNTY as the most responsive and responsible; and

WHEREAS, the CONSULTANT desires to render certain services as described in the Scope of Services, attached hereto as Exhibit A, and the CONSULTANT hereby certifies it has the qualifications, experience, staff, and resources to perform those services; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

SECTION 1- DEFINITIONS

The following definition of terms associated with this Agreement is provided to establish a common understanding between both parties to this Agreement as to the intended usage, application, interpretation and meaning of such terms as they appear throughout this Agreement.

1.01 - COUNTY

The term COUNTY shall refer to the Board of County Commissioners of Highlands County, a political subdivision of the State of Florida, and any official and/or employee thereof who shall be duly authorized to act on the COUNTY'S behalf relative to this Agreement.

1.02 - COUNTY ADMINISTRATOR

The County Administrator of Highlands County, Florida, acting directly or through duly authorized representatives, which representatives are acting exclusively within the scope of the duties and authority assigned to them.

1.03 - CONSULTANT

The term CONSULTANT shall refer to the individual, company, or firm offering CONSULTANT SERVICES which, by execution of this Agreement, shall be legally obligated, responsible, and liable for providing and performing any and all of the work, materials, and/or services including work and materials

required under the covenants, terms and provisions contained in this Agreement and any and all MODIFICATIONS, or CHANGE ORDERS issued pursuant thereto.

1.04 - CONSULTANT SERVICES

The term CONSULTANT SERVICES shall refer to all of the work, materials and services, and all related professional, technical, and administrative activities which are necessary to be provided and performed by the CONSULTANT, its employees, and any subconsultants that the CONSULTANT may engage to provide, perform, and complete the services required pursuant to the provisions of this Agreement, as forth in Exhibit A.

1.05 - ADDITIONAL SERVICES

The term ADDITIONAL SERVICES shall refer to such CONSULTANT SERVICES the COUNTY may request or authorize the CONSULTANT to provide or perform relative to this Agreement which is not included in the Agreement. ADDITIONAL SERVICES shall be authorized by the execution of both parties to this Agreement of a CHANGE ORDER. ADDITIONAL SERVICES shall constitute a continuation of the CONSULTANT SERVICES under this Agreement and shall be provided and performed in accordance with the covenants, terms, and provisions set forth in this Agreement.

1.07 - CHANGE ORDER

The term CHANGE ORDER shall refer to a written document executed by both the COUNTY and the CONSULTANT setting forth and authorizing changes to the agreed upon scope of CONSULTANT SERVICES, compensation, method of payment, time and schedule of performance, or project guidelines and criteria as such were set forth and agreed to in this Agreement or a previous CHANGE ORDER(S) issued thereto. The CHANGE ORDER document, which shall be executed on a COUNTY standard form, shall set forth authorized changes to the scope of CONSULTANT SERVICES, tasks, work or materials to be performed or provided by the CONSULTANT as well as the compensation and method of payment, the schedule or time period for performance and completion, and the guidelines, criteria and requirements pertaining thereto. Any changed compensation to the CONSULTANT as a result of the CHANGE ORDER shall be understood and agreed to be the total of all costs associated with said CHANGE ORDER.

1.08 - NOTICE TO PROCEED

The term NOTICE TO PROCEED shall refer to a written document executed by the COUNTY ADMINISTRATOR or his designee issued to the CONSULTANT which shall notify the CONSULTANT to commence work or provide CONSULTANT SERVICES pursuant to this Agreement or a Change Order. The time for performance of the CONSULTANT SERVICES or work required pursuant to this Agreement or a Change Order shall commence to run from the date specified in the NOTICE TO PROCEED.

1.09 - PROJECT MANAGER

The term PROJECT MANAGER shall refer to that person employed by the COUNTY designated to serve and act on the COUNTY'S behalf to provide direct contact and communication between the COUNTY and the CONSULTANT throughout the effective period of this Agreement. The PROJECT MANAGER is not authorized to, and shall not, issue any verbal request or instruction to the CONSULTANT that would have the effect, or be interpreted to have the effect, of modifying or changing

in any way: (1) the scope of CONSULTANT SERVICES to be performed by the CONSULTANT; (2) the time the CONSULTANT is obligated to commence and complete all such services; and/or (3) the amount of compensation the COUNTY is obligated to pay the CONSULTANT. The PROJECT MANAGER shall review and make appropriate recommendations on all requests submitted by the CONSULTANT for payment for services and work provided and performed pursuant to this Agreement.

1.10 - CONSULTANT'S STANDARD HOURLY RATES

The CONSULTANT'S standard hourly rates for professional services rendered pursuant to this Agreement are those attached hereto as EXHIBIT "A," entitled "STANDARD HOURLY RATES", which EXHIBIT "A" is specifically made part of this Agreement. The STANDARD HOURLY RATES shall be considered the maximum rates for specific job and/or work classifications and shall cover all of the CONSULTANT'S costs, including direct salaries, overhead, operating margin, and Reimbursable Expenses as delineated in Section 5.01(4) below. If the CONSULTANT charges less than those maximum rates included in Exhibit "A," those charges will be considered acceptable to the COUNTY.

SECTION 2 - CONSULTANT'S RESPONSIBILITIES

The obligations of the CONSULTANT with respect to all CONSULTANT SERVICES authorized pursuant to this Agreement shall include, but not be limited to, the following:

2.01 - LICENSES

The CONSULTANT agrees to maintain throughout the period this Agreement is in effect all such licenses as are required to do business in the State of Florida and in Highlands County, Florida, including, but not limited to, licenses required by the respective regulatory boards and/or other governmental agencies responsible for regulating and licensing the CONSULTANT SERVICES provided and performed by the CONSULTANT pursuant to this Agreement.

2.02 - PERSONNEL

(1) QUALIFIED PERSONNEL

The CONSULTANT agrees that when services to be provided and performed pursuant to this Agreement relate to CONSULTANT SERVICES which, under the Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such service, the CONSULTANT will employ and/or retain only qualified personnel to be in responsible charge of all such services.

(2) CONSULTANT 'S PROJECT DIRECTOR

The CONSULTANT agrees to employ and designate in writing a qualified, and if required by law, a licensed professional to serve as the CONSULTANT'S Project Director. The CONSULTANT'S Project Director shall be authorized and responsible to act on behalf of the CONSULTANT with respect to directing, coordinating, and administering all aspects of the services to be provided and performed under this Agreement. The CONSULTANT'S Project Director shall have full authority to bind and obligate the CONSULTANT on any matter arising under this Agreement unless substitute arrangements, acceptable to the COUNTY, have been furnished to the COUNTY in writing.

(3) **REMOVAL OF PERSONNEL FROM WORK ON THE PROJECT**

The CONSULTANT agrees, within three (3) calendar days of receipt of a written request from the COUNTY, to promptly remove and replace the CONSULTANT'S Project Director, or any other personnel employed or retained by the CONSULTANT, or personnel of any SUBCONSULTANT(S) engaged by the CONSULTANT pursuant to this Agreement. The COUNTY may make such request for the removal of personnel with or without cause.

SECTION 3 - COUNTY'S RESPONSIBILITY

Except as otherwise provided in Section 2, the COUNTY'S responsibilities are as follows:

- 3.01** To provide, within a reasonable time from request of CONSULTANT, existing data, plans, reports, and other information in the COUNTY'S possession or under the COUNTY'S control which are necessary for the performance of the duties of CONSULTANT in the Scope of Services, and to provide full information regarding requirements of the Scope of Services, including objectives, budget constraints, criteria, and other requirements that exist at the time of signing of this Agreement or which may develop during the performance of this Agreement.
- 3.02** To give prompt written notice to CONSULTANT if the COUNTY observes or otherwise becomes aware of any fault or defect in the Scope of Services or non-conformance with the documents which comprise this Agreement.
- 3.03** The COUNTY hereby designates the County Administrator, or his designee, to act on the COUNTY'S behalf with respect to the Scope of Services. The County Administrator, or his designee, shall have complete authority to transmit instructions, receive information, interpret and define COUNTY'S policies and decisions with respect to materials, elements, and systems pertinent to CONSULTANT'S services.
- 3.04** The COUNTY shall make available to the CONSULTANT all information and data relative to the CONSULTANT SERVICES to be provided pursuant to this Agreement in the COUNTY'S possession, including the COUNTY'S objectives and constraints, previous studies, surveys, aerial photographs, maps, environmental reports, photographs, analytical data, and any other relevant information requested by the CONSULTANT in writing.
- 3.05** The COUNTY agrees, with reasonable prior written notice given by the CONSULTANT, to provide the CONSULTANT with access to COUNTY property, facilities, buildings, and structures to enable the CONSULTANT to provide and perform any required CONSULTANT SERVICES and work pursuant to this Agreement. Such rights of access shall not be exercised in such a manner or to such an extent as to impede or interfere with COUNTY operations, or the operations carried on by others under a lease, or other contractual arrangements with the COUNTY, or in such a manner to adversely affect the public health, safety, or welfare.

SECTION 4 – TERM

This Agreement shall be in effect immediately upon execution by both the COUNTY and the CONSULTANT and shall continue until project completion as provided in this Agreement. A Notice to Proceed shall be issued by the County to commence work.

SECTION 5 - COMPENSATION

The COUNTY shall pay the CONSULTANT for all authorized CONSULTANT SERVICES rendered hereunder by the CONSULTANT and completed in accordance with the requirements, provisions, and/or terms of this Agreement, MODIFICATION(S) or CHANGE ORDER(S) and in accordance with the provisions delineated below.

5.01 PAYMENT METHODS

The fee paid to the CONSULTANT shall be based on one of the following methods or any combination thereof as determined by the COUNTY in its sole discretion:

- (1) **LUMP SUM METHOD** The COUNTY may pay a negotiated fixed-price amount for executed work as a Lump Sum. The Lump Sum compensation amount will be estimated based on the STANDARD HOURLY RATE cost for work performed in accordance with the rates established in EXHIBIT "B." A negotiated Lump Sum compensation amount shall be delineated in the Agreement. The Lump Sum compensation method shall anticipate that all costs for the CONSULTANT SERVICES required are known and that no modifications to the established Lump Sum amount will be necessary. The established Lump Sum amount shall include all of the CONSULTANT'S costs, including DIRECT SALARIES (as defined on EXHIBIT "C"), Overhead, Operating Margin, Reimbursable Expenses, and charges. The COUNTY may also elect to apply the Lump Sum Method on a line item basis for a particular service or activity. If the Lump Sum Method is used, no additional documentation regarding costs for work is required to be attached to the CONSULTANT'S invoices for lump sum payment or specific line item.

OR

- (2) **NOT TO EXCEED METHOD** The COUNTY will pay the STANDARD HOURLY RATES for work provided or services performed in accordance with the rates delineated in EXHIBIT "B," subject to a Not to Exceed Amount. In addition to payment of the aforementioned DIRECT SALARIES, the COUNTY shall pay to the CONSULTANT an Overhead Rate as this rate shall be established pursuant to Subsection (3) below, plus an Operating Margin, plus Reimbursable Expenses in accordance with the provisions of Subsection (4) below. Operating Margin and Overhead Rate shall not be allowed on any premium portion of overtime or on any Reimbursable Expenses charges. In no event shall the established Not to Exceed Amount be increased except through the issuance of a CHANGE ORDER approved by the Board of County Commissioners. The COUNTY may also elect to apply the Not to Exceed Amount on a line item basis for a particular service or activity defined within an individual task. If the Not to Exceed Method is used, additional documentation as required by the COUNTY (e.g. payroll sheets) regarding costs for work is required to be attached to the CONSULTANT'S invoices for Not to Exceed payment.
- (3) **RETAINAGE** The COUNTY reserves the right to retain five percent (5%) from any progress payment (if applicable) for design work (including preparation of Right-of-Way Maps, legal descriptions, etc.) performed.
- (3) **OVERHEAD RATE**

In determining the Overhead Rate to be paid to the CONSULTANT, it is the COUNTY'S expressed intention to utilize the audit information compiled by the Florida Department

of Transportation ("FDOT") pursuant to its Qualification, Selection, and Performance Evaluation requirements for CONSULTANT Consultants in accordance with Chapter 14-75 of the Florida Administrative Code. The overhead rate to be paid by the COUNTY shall be as established in EXHIBIT "D," which is provided in accordance with the audit information supplied by the FDOT and shall not exceed the uniform Overhead Rate cap established by the FDOT. In the event the CONSULTANT has not supplied audit information to the FDOT in accordance with Chapter 1475 of the Florida Administrative Code, the COUNTY shall establish the Overhead Rate to be paid in each executed agreement which rate may be less than the current uniform Overhead Rate cap established by the FDOT. At the COUNTY's election, the parties may also agree at the outset of the Agreement to an alternative method for determining overhead.

(4) REIMBURSEABLE EXPENSES

The COUNTY shall pay the CONSULTANT for Reimbursable Expenses in accordance with the provisions of this Article. The term Reimbursable Expenses shall mean the CONSULTANT'S out-of-pocket costs for items directly charged to any project initiated pursuant to this Agreement including, but not limited to, charges for printing services and copying (both in-house or subcontracted), fees, and per diem and travel expenses of the CONSULTANT'S employees not to exceed the statutory limits delineated in Chapter 112.061, Florida Statutes.

The COUNTY shall only compensate the CONSULTANT for Reimbursable Expenses which are directly charged to projects performed pursuant to this Agreement which are not included in the CONSULTANT'S overhead and which are consistently charged to all clients. The COUNTY, in its sole discretion, may require the CONSULTANT to verify and/or provide supporting documentation which demonstrates that Reimbursable Expenses for which compensation has been sought have been generated or originated from or by a project initiated pursuant to this Agreement. If the CONSULTANT seeks compensation for CADD, PC'S etc. as a Reimbursable Expense, the cost basis for the unit rates used for such items must be fully supported by appropriate documentation. All Reimbursable Expenses shall be charged at the actual cost to the CONSULTANT.

(5) ADDITIONAL COSTS

The parties agree that any additional costs for work or services to be provided or performed pursuant to this Agreement, must be approved in writing by the Board of County Commissioners at a regularly scheduled meeting of said Board of County Commissioners. If such additional costs are not authorized by the Board of County Commissioners in writing, no payment, reimbursement, or compensation for such additional costs shall be tendered by the COUNTY to the CONSULTANT.

(6) SUBCONSULTANT CHARGES

The professional services of any subconsultant(s) whose expertise is required within the scope of the CONSULTANT'S work under this Agreement will be paid in accordance with the fees identified in Exhibit "B".

The use of any subconsultant(s) referenced in the above paragraph must be approved in writing by the COUNTY ADMINISTRATOR or his designee before such subconsultant(s) may be retained by the CONSULTANT.

5.02 TERMS OF PAYMENT

(1) MONTHLY INVOICES

The CONSULTANT shall be entitled to submit not more than one invoice statement to the COUNTY each month covering services rendered during the preceding month. The CONSULTANT'S invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in this Agreement. The CONSULTANT'S invoice statements shall contain amount of work and description of service(s) provided and/or performed, and where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in this Agreement.

Payment for services rendered by the CONSULTANT during any billing period shall be due and payable by the COUNTY in accordance with the provisions of Chapter 218, Part VII, Florida Statutes (the Local Government Prompt Payment Act).

(2) PAYMENT FOR SERVICES PERFORMED

(A) The COUNTY shall pay the CONSULTANT on the basis of services completed for tasks set forth in this Agreement. Payments shall be made for CONSULTANT'S work-in progress or completed service items based on the agreed method of compensation.

(B) When the Lump Sum Method is used for payment under this Agreement or for a particular service or activity within the Agreement, the COUNTY shall pay the CONSULTANT for services performed for tasks set forth in this Agreement on the basis of the invoice statement covering the CONSULTANT'S work-in-progress expressed as a percentage of the total cost of the work and/or services required for each task involved. All such work-in-progress percentages are subject to review and approval by the COUNTY'S PROJECT MANAGER. The decision of the COUNTY shall be final as to work-in-progress percentages to be paid. Payment by the COUNTY for tasks on a work-in-progress percentage basis shall not be deemed or interpreted in any way to constitute an approval or acceptance by the COUNTY of any such service or work-in-progress. The CONSULTANT shall be responsible for correcting, re-doing, modifying or otherwise completing the work and services required for each task before receiving final full payment, whether or not previous work-in-progress payments have been made by the COUNTY.

(3) PAYMENT SCHEDULE

The COUNTY shall issue payment to the CONSULTANT as invoices are provided from the CONSULTANT, which invoice must be in acceptable form and must contain the requested detailed description of charges. Should the COUNTY object or take exception to the amount of the CONSULTANT'S invoice statement, the COUNTY shall notify the CONSULTANT of such objection or exception within twenty (20) business days from date of payment period set forth hereinbefore. If such objection or exception remains unresolved at the end of said twenty (20) business day period, the COUNTY, as represented by the PROJECT MANAGER, shall have the authority to withhold the

disputed amount and make payment to the CONSULTANT of any amount not in dispute. Payment of any disputed amount, or adjustment thereto resolved by mutual agreement of the parties will be paid in accordance with the Local Government Prompt Payment Act.

SECTION 6 - FAILURE TO COMMENCE WORK/SERVICES

In the event the CONSULTANT fails to commence, provide, perform and/or complete any of the work or services required pursuant to this Agreement in a timely and diligent manner or within a specified time period as delineated in this agreement, the COUNTY may consider such failure as a justifiable cause to seek liquidated damages from the CONSULTANT in accordance with the terms of Article 19 of this Agreement. Alternatively, the COUNTY in its sole discretion may terminate this Agreement.

SECTION 7 - TIMELY ACCOMPLISHMENT OF SERVICES

The CONSULTANT, at all times that this Agreement is in effect, shall insure that sufficient time remains in the project schedule within which to complete the services required. In the event that there are delays which would modify or extend a scheduled completion date, the CONSULTANT shall, within seven (7) calendar days of discovery of such delay, submit a written request to the COUNTY seeking a time extension to complete a delayed project which request shall specifically identify the reason(s) for the delay and the amount of time related thereto.

In the event the specified time of performance expires and the CONSULTANT has not requested a time extension, or if the COUNTY has denied a request for a time extension in writing, partial progress payments will be stopped on the date time expires. However, unless liquidated damages are determined to apply to a particular project, a final payment may be made on a project even if time has expired.

In addition to withholding partial progress payments from the date time expires as described above, the COUNTY PROJECT MANAGER shall make the determination whether or not liquidated damages apply to a project based upon an evaluation of the projects particular circumstances. The COUNTY PROJECT MANAGER shall notify the CONSULTANT and provide a copy of the notice to the COUNTY Finance Department should the COUNTY elect to pursue liquidated damages against the CONSULTANT in accordance with Article 19 of this Agreement.

Should the CONSULTANT be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the CONSULTANT, the CONSULTANT shall notify the COUNTY in writing within seven (7) calendar days after commencement or discovery of such delay, stating the cause(s) therefore and requesting an extension of the CONSULTANT'S time of performance. Causes beyond the control of the CONSULTANT shall include, but are not limited to, court orders and injunctions, actions or rulings of any federal, state or municipal authority (including the COUNTY) having jurisdiction over any project performed pursuant to this Agreement, and/or any Force Majeure event as delineated in Section 19.03 of this Agreement. Upon receipt of the CONSULTANT'S request for an extension of time for cause(s) beyond the control of the CONSULTANT, the COUNTY ADMINISTRATOR or his designee shall have the discretion to grant an extension of time for up to an additional one hundred eighty (180) calendar days if the COUNTY determines the delay encountered by the CONSULTANT was due to causes beyond its control and not attributable to the fault, error, omission or neglect of the CONSULTANT. All other extensions of time must be approved by the Board of County Commissioners. No liquidated damages shall apply for time extensions granted by the Board of County Commissioners or by the COUNTY ADMINISTRATOR or

their designee as defined for causes beyond control of the CONSULTANT.

SECTION 8 - FAILURE TO PERFORM IN A TIMELY MANNER

The timely performance, provision and completion of the required services, work and materials is vitally important to the interests of the COUNTY. Time is of the essence for all of the duties and obligations contained in this Agreement. The COUNTY may suffer damages in the event that the CONSULTANT does not accomplish and complete the required services in a timely manner. The CONSULTANT agrees to employ, engage, retain and/or assign an adequate number of qualified personnel throughout the period this Agreement is in effect so that all CONSULTANT SERVICES will be provided and performed in a timely and diligent manner. If the CONSULTANT fails to commence, provide, perform and/or complete any service required under this Agreement in a timely and diligent manner as determined by the COUNTY, or within a specified time period delineated in executed MODIFICATION(S), or CHANGE ORDER(S), liquidated damages may be imposed as provided in Article 19 of this Agreement. Alternatively, the COUNTY, in its sole discretion, may terminate this Agreement.

As an alternative to termination, the COUNTY may also, at its option, upon written notice to the CONSULTANT, withhold any and all payments due and owing to the CONSULTANT, not to exceed the amount of the compensation for any work in dispute, until such time as the CONSULTANT resumes performance of its obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements set forth in this Agreement, or as set forth in any MODIFICATION(S), or CHANGE ORDER(S) issued pursuant thereto.

SECTION 9 - STANDARDS OF PROFESSIONAL SERVICE

The work and services to be provided and/or performed by the CONSULTANT shall be done in accordance with the generally accepted standards of professional practice and in accordance with the laws, rules, regulations, ordinances, codes, policies, standards or other guidelines issued by any governmental agency having jurisdiction over all or a portion of any work performed under this Agreement in effect at the time the COUNTY executes this Agreement and/or which may subsequently be changed or revised. All final documents, reports, studies, or other data prepared by the CONSULTANT shall bear a professional's seal/signature in accordance with the applicable Florida Statutes and/or any applicable Administrative Rules promulgated by the Florida Department of Business and Professional Regulation (where applicable).

SECTION 10 - CONSULTANT'S QUALITY CONTROL

10.01- RESPONSIBILITY TO CORRECT

The CONSULTANT agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, and other services, work, and materials performed, provided, and/or furnished by CONSULTANT, or any subconsultants utilized by the CONSULTANT, pursuant to this Agreement.

If any submittal prepared by the CONSULTANT contains an error, omission, deficiency or mistake, the COUNTY reserves the right to back charge costs incurred in identifying and documenting any such error, omission or mistake. The time involved will be charged in a minimum of five (5) minute

increments. The costs associated with such back charges for reviews performed in-house by COUNTY staff will be based on the hourly rates for a Senior Engineer or comparable CONSULTANT job classification reflected in EXHIBIT "B" (STANDARD HOURLY RATES) to this Agreement. The COUNTY also has the discretion to have such review performed by an outside professional in which instance, the CONSULTANT will be back charged for the actual cost incurred by the COUNTY for identifying and documenting the CONSULTANT'S error, omission, deficiency or mistake.

In addition, if an error, omission, deficiency or mistake is identified in the post-design phase, the CONSULTANT will also be responsible for any additional costs (both direct and indirect) incurred by the COUNTY to correct such error, omission, deficiency or mistake including but not limited to engineering fees, construction costs and attorney's fees. Such back charge amounts may be deducted from any payment(s) due the CONSULTANT. If the payments due the CONSULTANT are not sufficient to cover such amount(s), the CONSULTANT shall be responsible for paying the difference to the COUNTY.

Upon written notice from the COUNTY, the CONSULTANT shall, without additional compensation, correct or revise any errors, omissions, mistakes or other deficiencies in such data, studies, calculations, estimates, plans, work, and materials resulting from the negligent act, errors or omissions, or intentional misconduct of the CONSULTANT.

If the CONSULTANT does not correct the defective work within the time specified in the COUNTY'S written notice, the COUNTY may have the deficiency corrected. All direct or indirect costs of such correction shall be paid by the CONSULTANT or deducted from payment due to the CONSULTANT.

If any work or submittal prepared by the CONSULTANT contains an error, omission, deficiency, or mistake and the CONSULTANT fails to correct such error, omission, deficiency or mistake within the time period established for completion in the notice to correct, the COUNTY, in its discretion, may, in the alternative, also seek liquidated damages from the CONSULTANT in accordance with the provisions of Article 19 of this Agreement.

10.02 - COUNTY'S APPROVAL SHALL NOT RELIEVE CONSULTANT OF RESPONSIBILITY

Neither review, approval, or acceptance by the COUNTY of data, studies, calculations, estimates, reports, memoranda, and incidental professional services, work and materials furnished hereunder by the CONSULTANT shall in any way relieve the CONSULTANT of responsibility for the adequacy, completeness, and accuracy of its services, work and/or materials, or the services, work and materials. Neither the COUNTY'S review, approval, or acceptance of, nor payment for, any of the CONSULTANT'S work, services, and materials shall be construed to operate as a waiver of any of the COUNTY'S rights under this Agreement, or any cause of action the COUNTY may have arising out of the performance of this Agreement.

The CONSULTANT agrees and recognizes that the COUNTY shall not be held liable or responsible for any claims which may result from any action or omission of the CONSULTANT in which the COUNTY participates either through review of or concurrence with the CONSULTANT'S actions. In reviewing, approving, or rejecting any submissions or other work prepared by the CONSULTANT, the COUNTY in no way assumes or shares any of the responsibility or liability of the CONSULTANT under this Agreement.

SECTION 11 - REPORTS AND REVIEWS

11.01 The COUNTY may at any time require the CONSULTANT to report in writing in a format approved by the COUNTY on the status and overall progress of the work with a projection as to whether deliverables will be on time and within budget. In addition, the COUNTY may require the CONSULTANT to provide an overall percentage of completion estimate.

11.02 The COUNTY will monitor the CONSULTANT'S work product for compliance with project standards and criteria and may make comments and recommendations to the CONSULTANT regarding the work. However, any such monitoring or comments and recommendations by the COUNTY, or absence thereof, shall not relieve the CONSULTANT of any of its obligations under this Agreement. The CONSULTANT retains sole authority and responsibility for the adequacy and accuracy of its CONSULTANT services in accordance with generally accepted practices.

SECTION 12 - DOCUMENTS

The documents which comprise this Agreement between the COUNTY and the CONSULTANT consist of the following:

12.01 This Agreement.

12.02 Any written amendments or modifications to this Agreement.

12.03 The RFP-18-050 and the Consultants response thereto.

SECTION 13 - COMPLIANCE WITH LAWS AND REGULATIONS

The CONSULTANT shall observe and comply with all applicable federal and state laws, COUNTY and municipal ordinances, and the rules and regulations of all authorities having jurisdiction over any project or work performed pursuant to this Agreement. All applicable federal, state, and local laws and ordinances are deemed to be included in this Agreement the same as though herein written out in full.

SECTION 14 - PROHIBITION AGAINST CONTINGENCY FEES

In accordance with the provisions of Section 287.055 of the Florida Statutes, the CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement and that CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the COUNTY shall have the right to terminate this Agreement without liability, and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 15 - TRUTH-IN-NEGOTIATIONS/PUBLIC ENTITY CRIMES AFFIDAVIT

The CONSULTANT certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the COUNTY determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. CONSULTANT represents that it has furnished a Public Entity Crimes Affidavit pursuant to Section 287.113, Florida Statutes.

SECTION 16 - COMPLIANCE WITH PUBLIC RECORDS ACT

CONTRACTOR shall comply with the requirements of Florida's Public Records Act, Chapter 119, Florida Statutes. To the extent required by Section 119.0701, Florida Statutes, CONTRACTOR shall (a) keep and maintain public records required by the County to perform the service under the Agreement; (b) upon request from the County's custodian of public records provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for under Florida's Public Records law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to the County; and (d) upon completion of the contract, transfer, at no cost to the County, all public records in possession of CONTRACTOR. Upon transfer, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. All documentation produced as part of this Agreement will become the property of the County. This paragraph shall survive the expiration or termination of this Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (863) 402-6836 Gloria Rybinski, Public Communications

Under Florida law, a Contractor who fails to provide the public records to the County within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes, and such non-compliance will constitute a breach of the Agreement and may serve as grounds for termination of this Agreement.

SECTION 17 - RETENTION OF DOCUMENTS

17.01 All documents prepared or obtained under this Agreement are on the property of the COUNTY without restriction or limitation on their use and shall be made available upon request to the COUNTY at any time.

17.02 Said records and documentation shall be retained by the CONSULTANT and made available to the COUNTY for a minimum of five (5) years from the date of completion of the work. The COUNTY shall have the right to audit, inspect, and copy all such records and documentation as often as the COUNTY deems necessary during the term of this Agreement and during the above referenced five (5) year period at actual costs; provided, however, such activity shall be conducted only during normal business hours. If agreed to by the parties, the CONSULTANT shall retain records and supporting documentation until further notified.

SECTION 18 - CONFLICTS OF INTEREST

The CONSULTANT represents that it presently has no interest, either direct or indirect, that may or could conflict in any manner with the performance of services required by this Agreement which interest has not been disclosed to the COUNTY in writing. The CONSULTANT expressly agrees that, throughout the Effective Period, it shall not acquire an interest, either direct or indirect, which would conflict in any manner with the performance of services required by this Agreement or which would conflict with any interest of the COUNTY.

If the CONSULTANT is about to engage in representing another client whom it in good faith believes could result in a conflict of interest with the work being performed by the CONSULTANT pursuant to this Agreement, then the CONSULTANT shall promptly bring such potential conflict of interest to the COUNTY'S attention, in writing. If the COUNTY determines that a conflict of interest exists, the CONSULTANT shall decline the representation upon the COUNTY'S written notice. In the event the CONSULTANT fails to advise or notify the COUNTY of representation which could, or does, result in a conflict of interest, or should the CONSULTANT fail to decline such representation upon the COUNTY'S written notice, the COUNTY may, in its sole discretion, terminate this Agreement in accordance with the provisions of Section 22 below.

SECTION 19 - TIMELY PERFORMANCE OF SERVICES

19.01 The CONSULTANT acknowledges that time is of the essence with respect to its performance under this Agreement. The COUNTY may suffer damages in the event that the CONSULTANT does not accomplish and complete the required and authorized professional services in a timely manner. The COUNTY and the CONSULTANT are in agreement that the completion dates in this Agreement are critical. It is mutually agreed by the parties that, in the event of failure by the CONSULTANT to finish any phase, element, or component of the work or services required by this Agreement in a timely manner, damages to the COUNTY will be incapable of being precisely calculated or determined, but will be substantial. Therefore, it is agreed that the failure of substantial completion of any element, phase, or component by the CONSULTANT will entitle the COUNTY, upon written notice to the CONSULTANT, to assess liquidated damages from and against the CONSULTANT in the amount of One Hundred Dollars (\$100.00) per calendar day or as otherwise stated. Liquidated damages will not be limited to the amount of the contract price, but the COUNTY may deduct or withhold from payments remaining due or sums remaining unpaid under this Agreement to the CONSULTANT as partial or total payment of liquidated damages.

The COUNTY PROJECT MANAGER shall make the determination whether or not liquidated damages apply to a project based upon an evaluation of the project's particular circumstances. The COUNTY PROJECT MANAGER shall notify the CONSULTANT and provide a copy of the notice to the COUNTY Finance Department should the COUNTY elect to pursue liquidated damages against the CONSULTANT.

19.02 The CONSULTANT expressly agrees to employ, engage, retain and/or assign an adequate number of personnel throughout the Term of this Agreement so that all services and/or work performed hereunder will be provided and completed in a timely and diligent manner without interruption or delay.

19.03 Should the CONSULTANT be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of the CONSULTANT, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of COUNTY including any of its agents or employees, fires, floods, epidemics, quarantine regulations, strikes or lockouts, then the CONSULTANT shall notify the COUNTY in writing within ten (10) calendar days after commencement of such delay, stating the cause or causes thereof, or shall be deemed to have waived any right which the CONSULTANT may have had to request an extension to the time specified in this Agreement.

19.04 No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the CONSULTANT'S services for any cause whatsoever, including those for which the COUNTY, including any of its agents or employees, may be responsible in whole or in part, shall relieve the CONSULTANT of its duty to perform or give rise to any right to damages or additional compensation from the COUNTY.

The CONSULTANT'S sole remedy against the COUNTY in the event of such interruption, interference, inefficiency, suspension or delay in the commencement or progress of such services shall be the right to seek an extension to the time stated in this Agreement. However, such extension shall not operate as a waiver of any other rights of the COUNTY. This section shall expressly apply to claims for early completion, as well as claims based on late completion.

SECTION 20 - INSURANCE

20.01 The CONSULTANT shall not commence any work pursuant to this Agreement until satisfactory proof of all insurance required hereunder has been provided to and approved by the COUNTY. It shall be the responsibility of the CONSULTANT to ensure that all SUB-CONSULTANT(S) performing services pursuant to this Agreement comply with the insurance requirements of this provision. The CONSULTANT shall furnish to the COUNTY certificate(s) of insurance in the form required by COUNTY and, if requested by the COUNTY, CONSULTANT shall provide certified copies of all required insurance policies. The certificate(s) of insurance shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification required for strict compliance with this Agreement and that no reduction in coverage or in limits, suspension, or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. All certificate(s) of insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, except after thirty (30) days prior written notice by certified mail (return receipt requested) has been given to the COUNTY to the attention of the Highlands County Risk Manager, Highlands Government Center, 400 S. Commerce Ave., Sebring FL 33870. In the event any insurance coverage expires prior to the expiration of this Agreement, a renewal certificate shall be issued thirty (30) days prior to said expiration. Compliance with the foregoing requirements shall not relieve the CONSULTANT of any liability and/or other obligations pursuant to this Agreement. Neither approval by the COUNTY, nor a failure to disapprove insurance certificates or policies furnished by the CONSULTANT, shall release the CONSULTANT from full responsibility of all liability or its obligations under this Agreement.

20.02 All insurance policies shall be issued by responsible companies authorized to do business under the laws of the State of Florida. Said insurance companies shall have an "A" policyholders' rating, have a financial rating of at least Class VIII in accordance with the most current Best Key Rating Guide, and shall be satisfactory to the COUNTY. Policies of insurance required by this the Agreement shall be primary insurance with respect to the COUNTY, its officials, agents, or employees. Any insurance or self-insurance maintained by the COUNTY or its officials, agents, or employees, shall be in excess of the CONSULTANT'S insurance and shall not contribute with it. All policies of insurance required by this Agreement, except Workers' Compensation and Errors and Omissions Liability, shall specifically provide that Highlands County, Florida, a political subdivision of the State of

Florida, by and through its Board of County Commissioners and its officials, agents, or employees shall be "additional insureds" under the policy. The insurance coverage and limits provided herein are designed to meet the minimum requirements of the COUNTY.

20.03 Any deductibles or self-insured retentions must be declared and approved by the COUNTY and are the responsibility of the CONSULTANT. The minimum kinds and limits of coverage to be carried by the CONSULTANT throughout the Term of this Agreement shall be as follows: Workers' Compensation Insurance: The Consultant shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. The policy must include Employer' Liability with a limit of \$100,000 each accident, \$100,000 each employee, \$500,000 policy limit for disease.

1. Commercial General Liability Insurance: Occurrence Form Required: The Consultant shall have and maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the work performed pursuant to this RFP in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.
2. Commercial Automobile Liability Insurance: The Consultant shall have and maintain automobile liability insurance with a limit of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.
3. Professional Liability: The Consultant shall have and maintain professional liability insurance with a limit not less than \$1,000,000 per occurrence. If coverage is provided on a claims-made basis, the retroactive date shall be prior or equal to the effective date of any contract with the County. The coverage shall be renewed or include a "tail" or discovery, or continuous renewal of coverage for a period of 3 years following the termination of the contract.
4. Special Requirements / Evidence of Insurance:
 - a. A copy of the Proposer's current certificate of insurance MUST be provided with the Proposal submitted in response to this RFP. A formal certificate shall be provided upon announcement that a Proposer has been awarded the work as called for in this RFP. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by the County before commencement of any work activities. The formal insurance certificate shall also comply with the following:
 - (1) "Highlands County, a political subdivision of the State of Florida and its elected officials, its agents, employees, and volunteers" shall be named as

an "Additional Insured" on all policies except Worker's Compensation and Professional Liability.

- (i) (2) The policy shall provide a 30 day notification clause in the event of cancellation or modification to the policy. Highlands County will be given notice prior to cancellation or modification of any stipulated insurance.
 - (a) In the event the insurance coverage expires prior to termination of the contract entered into in connection with this RFP, a renewal certificate shall be issued 30-days prior to said expiration date.
 - (b) Such notification will be in writing by registered mail, return receipt requested, and addressed to the Purchasing Manager, 600 S. Commerce Avenue, Sebring, FL 33870.

- b. The above requirements are minimum requirements, which are subject to modification in response to high hazard operations.
- c. The policies of insurance shall be written on forms acceptable to the County and placed with insurance carriers authorized by the Insurance Department in the State of Florida and meet a minimum financial AM Best company rating of no less than "A- Excellent: FSC VII.
- d. The Contractor shall hold the County, its agents and employees, harmless on account of claims for damages to persons, property or premises arising out of the services performed to in connection with this RFP. The County reserves the right to require Contractor to provide and pay for any other insurance coverage the County deems necessary, depending upon the possible exposure to liability.
- e. All policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite"/Per Job Aggregate. All liability insurance except Professional Liability shall be Primary and Non-Contributory. The Certificate of Insurance shall confirm in writing that these provisions apply.

5. Renewal:

- a. In the event the insurance coverage expires prior to termination of the contract entered into in connection with this RFP, a renewal certificate shall be issued 30-days prior to said expiration date.
- b. Such notification will be in writing by registered mail, return receipt requested, and addressed to the County Purchasing Manager, [600 S. Commerce Ave.](#), Sebring, FL [33870-3809](#).

SECTION 21 - SUSPENSION OF WORK

In addition to the COUNTY'S contractual right to terminate this Agreement in its entirety as set forth above, the COUNTY may, at its convenience, stop, suspend, supplement or otherwise change all, or any part of, the CONSULTANT SERVICES set forth herein. The COUNTY shall provide written notice to the CONSULTANT in order to implement a stoppage, suspension, supplement or change. If any engineering, professional or consulting services covered by this Agreement to be carried out by the CONSULTANT shall be suspended, abated, or terminated at the direction of the COUNTY for reasons unrelated to the quality of work provided by the CONSULTANT, the COUNTY shall pay the CONSULTANT for such services actually rendered prior to the suspension, abatement, or termination,

and any reasonable additional costs incurred by the CONSULTANT to effectuate an orderly closing of its activities, with the payment to be based insofar as possible on the fees established in this Agreement.

SECTION 22 - TERMINATION OF AGREEMENT BY THE COUNTY

This Agreement may be terminated by the COUNTY, with or without cause, upon ten (10) days written notice. If this Agreement is so terminated, CONSULTANT shall be paid for all work performed, and accepted by the COUNTY pursuant to the terms and conditions of this Agreement, up to the date of termination. Upon termination of this Agreement by the COUNTY, CONSULTANT shall promptly deliver to the COUNTY copies of all then completed deliverable items and all plans, reports, studies, calculations, maps, graphics, and other documents that directly support the deliveries prepared by CONSULTANT.

SECTION 23 - CONTROLLING LAW

This Agreement is to be governed by the laws of the state of Florida. The venue for any litigation resulting out of this Agreement shall be in Highlands County, Florida, at the Highlands County Courthouse.

SECTION 24 - SUCCESSORS AND ASSIGNS

The COUNTY and CONSULTANT respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. The CONSULTANT shall not assign or transfer any interest in this Agreement without the prior written consent of the COUNTY.

SECTION 25 - EXTENT OF AGREEMENT

25.01 This Agreement represents the entire and integrated agreement between the COUNTY and CONSULTANT and supersedes all prior negotiations, representations, or agreement, either written or oral.

25.02 This Agreement may only be amended, supplemented, modified, changed or canceled by a written instrument executed by both parties hereto.

SECTION 26 - NON-EXCLUSIVE AGREEMENT

This Agreement is not intended to be and shall not be construed as an exclusive contract and the COUNTY may employ additional or other professional consulting firms to perform any work contemplated by this Agreement without liability to the CONSULTANT.

SECTION 27 - INDEMNIFICATION OF THE COUNTY

27.01 The CONSULTANT shall indemnify and save the COUNTY, its Commissioners, officers, agents, employees, harmless from and against any claim, damages, costs, including attorney's fees, or causes of action of whatsoever kind or nature, whether direct, indirect or consequential, including, but not limited to, bodily injury, sickness, disease or death, infringement of copyright or patent, or injury to or destruction of property, including loss of use, which claims arise out of or are related to or in any way connected with this Agreement, provided such claim is caused by the negligent error, omission, act, or failure to act of CONSULTANT, its agents, servants or employees in the performance of services under this Agreement. The CONSULTANT shall not be required to indemnify the COUNTY for any negligence of the COUNTY'S employees or agents. This indemnity shall include, but not be limited to, charges of attorneys, legal assistants, and other professionals, and costs of both defense and appeal in a court of law or other tribunal, for any reason.

This provision shall also pertain to any claim brought against the COUNTY by any employee of the CONSULTANT, its subconsultants or anyone directly or indirectly employed by any of them.

27.02 The CONSULTANT'S indemnification obligation under the provision shall not be limited in any way to the consideration hereunder, the agreed upon prices as shown pursuant to this Agreement, or any other agreed payment or compensation amount, nor shall this indemnification be limited due to the CONSULTANT'S lack of sufficient insurance protection. The CONSULTANT hereby

acknowledges and expressly agrees that the compensation to be paid to the CONSULTANT by the COUNTY pursuant to this Agreement specifically includes compensation as consideration for the indemnification provided herein.

This Section 27 shall survive the expiration or termination of the Agreement.

SECTION 28 – ASSIGNMENT, TRANSFER AND SUBCONTRACTS

Neither the COUNTY nor the CONSULTANT shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. Except as otherwise authorized in this Agreement, the CONSULTANT shall not subcontract any of its service obligations hereunder to third parties without the prior written approval of the COUNTY. The CONSULTANT shall have the right, subject to the COUNTY'S prior written approval, to employ other persons and/or firms to serve as SUBCONSULTANTS to the CONSULTANT pursuant to the requirements of this Agreement. The COUNTY shall have the right and be entitled to withhold its approval of SUBCONSULTANTS, but such approval shall not be unreasonably withheld.

SECTION 29 - NOTICES

Any notices to be given under this Agreement shall be given by United States Mail, addressed to CONSULTANT at its address stated herein, and to the COUNTY at the following address: Randy Vosburg, Highlands County Administrator, Highlands County Government Building, 400 S Commerce Ave., Sebring, FL 33870, and to the CONSULTANT at the following address:

SECTION 30 - INDEPENDENT CONSULTANT

Neither the COUNTY nor any of its employees shall have any control over the conduct of CONSULTANT or any of CONSULTANT'S employees, except as herein set forth, and CONSULTANT expressly warrants not to represent at any time or in any manner that CONSULTANT or any of CONSULTANT'S agents, servants or employees are in any manner agents, servants or employees of the COUNTY. It is understood and agreed that CONSULTANT is, and shall at all times remain as to the COUNTY, a wholly independent CONSULTANT and that CONSULTANT'S obligations to the COUNTY are solely as prescribed by this Agreement.

SECTION 31 – E-VERIFY PROGRAM/AUDIT COOPERATION

The COUNTY is an employer participant in the Department of Homeland Security's IMAGE Program and utilizes E-Verify to ensure its employees are appropriately authorized to work in the United States. As part of its compliance efforts under this program, the COUNTY encourages all CONSULTANTS, contractors (and/or any SUBCONSULTANTS) under contract with or performing work or providing services to the COUNTY to establish employment procedures that adopt the Images Program Best Practices and otherwise ensure compliance with federal employment eligibility verification requirements as part of its hiring practices. The CONSULTANT shall also include this requirement in all its SUBCONSULTANT contracts involving COUNTY work. FOR THOSE COUNTY PROJECTS UTILIZING STATE OF FLORIDA FUNDS, THE REQUIREMENT TO COMPLY WITH E-VERIFY WILL BE MANDATORY.

The COUNTY reserves the right to request verification of compliance from the CONSULTANT during the term of this Agreement and for a period of up to five (5) years thereafter. Should a COUNTY retained CONSULTANT and/or its SUBCONSULTANTS be found to be non-complaint with E-VERIFY as part of a federal audit or other inquiry, the

CONSULTANT and/or its SUBCONSULTANT(S) will be solely responsible for the payment of any fines or costs imposed upon the COUNTY as a result of such noncompliance.

By accepting an agreement which will be funded through state funds, the CONSULTANT specifically agrees to cooperate with any audit of such funds initiated by the State Auditor General or the state agency providing the funds in question.

SECTION 32 - WAIVER OF BREACH

Waiver by either party of a breach of any provision of this agreement shall not be deemed as a waiver of any other breach and shall not be construed to be a modification of the terms of this agreement.

SECTION 33 - SEVERABILITY

In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

SECTION 34 - EXECUTION IN COUNTERPARTS

For the convenience of the parties and to facilitate execution, this Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

(The Remainder of This Page Intentionally Left Blank.)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective as of the last day of execution below.

HIGHLANDS COUNTY, FLORIDA, a political subdivision of the State of Florida

ATTEST:

By: _____
R. Greg Harris, Chairman

(S E A L)

Date: _____20____

By: _____
Robert W. Germaine, Clerk

CONSULTANT:

WITNESSES:

Signature of Witness

By: _____

Its: _____

Print or Type Name

Date: _____

Signature of Witness

Type Name

(If Consultant is a corporation, attach Print or evidence of signatory authority.)

**ACKNOWLEDGEMENT OF CONSULTANT
(IF A CORPORATION OR LIMITED LIABILITY COMPANY)**

STATE OF _____ }
COUNTY OF _____ }SS

On this _____ day of _____, 20____, before me, the undersigned authority, personally appeared _____

_____,
to me known to be the individual described in and who executed the foregoing instrument as the _____ [title] of _____ [name of corporation or limited liability company], a _____ [state] of incorporation/establishment] _____ [type of entity], the CONSULTANT herein, and who severally and duly acknowledged the execution of such instrument as such an officer of the aforesaid CONSULTANT, for and on behalf of, and as the act and deed of, the CONSULTANT, pursuant to the powers conferred upon said officer by the Board of Directors or other appropriate authority of the CONSULTANT, and who, having knowledge of the several matters stated in said foregoing instrument, certified the same to be true in all respects.

WITNESS my hand and official seal the date aforesaid.

(Signature of Notary Public - State of Florida)

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

Personally known _____ or produced identification _____ [check one]

Type of identification produced _____
_____[describe].

(NOTARY SEAL)

**ACKNOWLEDGEMENT OF CONSULTANT
(IF A PARTNERSHIP OR AN INDIVIDUAL)**

STATE OF _____ }
COUNTY OF _____ } ss.

On this _____ day of _____, 20_____, before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument on behalf of _____ [name of partnership, sole proprietorship, or individual] as the CONSULTANT herein, and acknowledged the execution of same, for and on behalf of, and as the act and deed of the aforesaid CONSULTANT, for the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

(Signature of Notary Public - State of Florida)

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

Personally known _____ or produced identification _____ [check one]

Type of identification produced _____
_____[describe].

(NOTARY SEAL)

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B

**STANDARD HOURLY RATES
AND SUBCONSULTANT FEES**

EXHIBIT C

DIRECT SALARIES

EXHIBIT D

OVERHEAD RATES

XV. COMPLIANCE REQUIREMENTS

CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

RFP 18-050

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by _____

[Print individual's name and title]

for _____

[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ and

whose its Federal Employer Identification Number (FEIN) is _____ (hereinafter referred to as "Proposer")

2. **CERTIFICATION**

Proposer hereby certifies that at the time of its Proposal the Proposer is not on the Scrutinized Companies that Boycott Israel list created pursuant to Section 215.4725, Florida Statutes, is not participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, and that it does not have business operations in Cuba or Syria.

THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing Certification was sworn to before me this ____ day of _____, 2017, by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me [] or has produced _____ as identification [].

(AFFIX NOTARY SEAL)

Print Name: _____

Notary Public, State of Florida

Commission No. _____

My Commission Expires: _____

CERTIFICATION PURSUANT TO SECTION 287.087, FLORIDA STATUTES

DRUG FREE WORKPLACE PROGRAMS

RFP 18-050

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by _____

[Print individual's name and title]

for _____

[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ and

whose Federal Employer Identification Number (FEIN) is _____ (hereinafter referred to as "Proposer")

2. CERTIFICATION

Proposer hereby certifies that at the time of its Proposal the Proposer has a drug free workplace program in place. The program meets the requirements of Section 287.087, Florida Statutes.

THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: _____ Date: ____/____/____

STATE OF _____
COUNTY OF _____

The foregoing Certification was sworn to before me this ____ day of _____, 20____, by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me [] or has produced _____ as identification [].

Signature: _____
Print _____ Name: _____

(AFFIX NOTARY SEAL)

Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

**SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES
RFP 18-050**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

DESCRIPTION OF CONTRACT: _____

STATE OF FLORIDA }ss
COUNTY OF _____ }

Before me, the undersigned authority, personally appeared _____ who, being by me first duly sworn, made the following statement:

1. The business address of _____ (name of Proposer or contractor), is _____

2. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

3. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.

4. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

5. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

(Draw a line through paragraph 5 if paragraph 6 below applies.)

6. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____.

A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through paragraph 6 if paragraph 5 above applies.)

THIS SWORN STATEMENT IS MADE PURSUANT TO SECTION 287.133(3)A, FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD

Signature: _____

Print Name: _____

Print Title: _____

On ____ day of _____, 20____.

STATE OF _____

COUNTY OF _____

Sworn and subscribed before me in the State and County first mentioned above on the _____ day of _____, 20_____.

(AFFIX NOTARY SEAL)

Signature: _____

Print Name: _____

Notary Public, State of _____

Commission No. _____

My Commission Expires: _____

**CERTIFICATION PURSUANT TO SECTION 287.134, FLORIDA STATUTES
DISCRIMINATION; DENIAL OR REVOCATION OF THE RIGHT TO TRANSACT BUSINESS WITH PUBLIC
ENTITIES
RFP 18-050
THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by _____
[Print individual's name and title]

for _____
[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ and

whose Federal Employer Identification Number (FEIN) is _____ (hereinafter referred to as "Proposer")

2. CERTIFICATION

Proposer hereby certifies that at the time of its Bid the Bidder has not been placed on the discriminatory vendor list by the Department of Management Services.

THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.134, FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: _____ Date: ____/____/____

STATE OF _____
COUNTY OF _____

The foregoing Certification was sworn to before me this ____ day of _____, 20____, by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me [] or has produced _____ as identification [].

(AFFIX NOTARY SEAL)

Signature: _____
Print Name: _____
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

**CERTIFICATION OF PARTICIPATION IN THE UNITED STATES CITIZENSHIP AND IMMIGRATION
SERVICE BUREAU'S E-VERIFY PROGRAM
RFP 18-050**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by _____
[Print individual's name and title]

for _____

[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ and

whose Federal Employer Identification Number (FEIN) is _____ (hereinafter referred to as "Proposer")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Proposal the Proposer participates in the United States Citizenship and Immigration Services Bureau's E-Verify Program, and does not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

Proposer's E-verify Company ID #: _____

THIS CERTIFICATION IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: _____ Date: ____/____/____

STATE OF _____
COUNTY OF _____

The foregoing Certification was sworn to before me this ____ day of _____, 20____, by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me [] or has produced _____ as identification [].

(AFFIX NOTARY SEAL)

Signature: _____
Print Name: _____
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____