

REQUEST FOR PROPOSALS

19-023

ENGINEERING SERVICES FOR FDOT PRE-QUALIFIED CONTINUING CONTRACTS

and known projects Memorial Drive Design Project #435067-1-38-01 & CEI Services Project
and Thunderbird Sidewalk CEI Services Project #431343-1-38-01 & 433203-1-38-01

November 2019



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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.19-023 ENGINEERING SERVICES FOR FDOT PRE- QUALIFIED CONTINUING
CONTRACTS and known projects Memorial Drive Design Project
#435067-1 -38-01 & CEI Services Project and Thunderbird Sidewalk
CEI Services Project #431343-1-38-01 & 433203-1-38-01**

This solicitation is for the engineering services provided through continuing service contracts. A maximum of two (2) contracts for each of the four engineering categories below will be awarded for a total of 8 contracts, each of which will be for a period no greater than of 5 years and not to exceed a total cumulative contract amount of \$1.5 million for all work defined within the advertisement and contract provisions.

Proposer qualifications:

Require professional engineering services with consultants that are prequalified with the Florida Department of Transportation (FDOT), per F.A.C. Chapter 14-75, for at least one of the Work Groups or Work Group sub-categories (both referenced as “Work” hereafter) listed below in the described four categories. Consultants and/or their sub consultants must be prequalified in the specified Work for which they would be contracted. FDOT pre-qualified Sub-consultants will be allowed to be utilized for any Work the Prime Consultant is not prequalified within a category but the subconsultant must be identified in the proposal submitted by the Proposer. Two firms will be awarded contracts in each of the four (4) categories below.

CATEGORIES

1. Planning (Work 13.3,13.4, 13.5, 13.6, 13.7);
2. Project Development, and Environmental Studies (Work 2);
3. Preparation of design plans, specifications, estimates (Work 3.1, 3.2, 4.1.1, 4.1.2, 6.1, 6.2, 6.3, 7.1, 7.2, 7.3, 8.1, 8.2, 8.4, 9.1, 9.2, 9.3, 9.4.1, 9.5, or 15);

Known Project in this category:

#435067-1-38-01 Highlands County / Memorial Dr. from Pompano to Sebring Parkway- Design of an 8' wide multi-use path along the rights-of way of Memorial Drive from Pompano to Sebring Parkway in Sebring for an approximate distance of 7,500 linear feet.

And the final category;

4. Construction Engineering and Inspection (CEI) and Bridge Inspection services (Work 10.1, 10.3, 10.4, 5.1, 5.3, 5.4). CEI Services may not be performed by the same firm that provides Design Services for a specific project.

Known Projects in this category:

#435067-1-38-01 Highlands County / Memorial Dr. from Pompano to Sebring Parkway- CEI services for an 8' wide multi-use path along the rights-of way of Memorial Drive from Pompano to Sebring Parkway in Sebring for an approximate distance of 7,500 linear feet.

#431343-1 -38-01 Highlands County / Thunderbird Road Sidewalk Project (from Comet Terrace to Grand Prix Drive). CEI services for construction of a 5' wide sidewalk & drainage improvements along the north right-of-way of Thunderbird Rd in Sebring for an approximate distance of 0.343 miles.

#433203-1-38-01 Highlands County / Thunderbird Road Sidewalk Project (from Grand Prix Drive to Cougar Blvd.). CEI services for construction of a 5' wide sidewalk & drainage improvements along the north right-of-way of Thunderbird Rd in Sebring for an approximate distance of 0.489 miles.

Proposers must be FDOT prequalified in at least one Work for each category above that they are submitting a response to this solicitation. Also, firms must hold a Certificate of Authorization with the Florida Department of Business and Professional Regulation (DBPR) or Florida Department of Agriculture and Consumer Services (DOACS) as applicable. Firms must have proof of insurability.

The responses received will be scored to determine the most highly qualified using a single step process and the evaluation criteria per Section 287.055 and described in the solicitation package. The evaluation criteria will include Ability of professional personnel, Relevant Firm Experience, Past performance of firm and staff members and Current and projected workload.

The schedule for selection is as follows	
Advertised	November 10 & 17, 2019
RFP Deadline for responses	Monday December 16, 2019 3:30 p.m.
Evaluation meeting	December 20, 2019
Notice of Intent to Award	December 20, 2019
Recommended Award posted	December 30, 2019

Contract negotiations	December 30, 2019- January 14, 2020
Contracts taken to the Board for approval (anticipated)	January 21, 2019

Specifications may be obtained by downloading from our website: www.hcbcc.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@hcbcc.org.

A PRE-PROPOSAL meeting will not be held for this solicitation.

If submitting a Proposal for more than one category in this RFP, each Proposal submission package must be in a separate envelope and correctly marked for the category. Each submittal shall include one (1) original proposal package and three (3) exact paper copies of the proposal package and one (1) exact electronic copy (CD or thumb drive) 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 December 16, 2019** 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.

Minority and Women Owned Business Enterprises and Disadvantaged Businesses are encouraged to participate.

The Local Preference, Women Business Enterprise, and Minority Business Enterprise preference policy outlined in the Highlands County Purchasing Manual is **not applicable** to this solicitation. MBE/WBE/DBE firms are encouraged to participate in this solicitation. Selected firms are encouraged to utilize MBE/WBE/DBE firms whenever possible and report on their participation.

The County 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@hcbcc.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.hcbcc.net

SECTION I. 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 287.133(2)(a), Florida Statutes, pertaining to public entity crimes; and Section 287.134, Florida Statutes, pertaining to discrimination.

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.

CERTIFICATIONS OF COMPLIANCE WITH THE ABOVE REFERENCED STATUTES ARE LOCATED ON SECTION VII, 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.
- K. Award will be made to the Proposers whose Proposal is determined to be the most qualified for each category, taking into consideration those Proposals in compliance with the requirements as set forth in this RFP and as described under Section X. 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 and FDOT it's officers and employees" 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 that meet an AM Best financial strength 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 FDOT and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the Board and FDOT, 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 category in this RFP, each Proposal submission package must be in a separate envelope and correctly marked for the category. Only one Proposal submission package per category in this 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 represents 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 or Federal government 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 or Federal government.
- 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. All firms awarded under this RFP 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. The professional service contract will contain a provision that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the County determines the

contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the contract.

- GG. Tie Breaker: In case of a tie in scoring, the award will be made as follows:
- a. The Consultant that has the highest number of higher scores shall be deemed ranked as the higher Consultant.
 - b. In the event a tie still exists the Consultant with the highest number of 2nd place scoring shall be the higher ranked Consultant.
 - c. Should a tie still remain the method used above will continue with each score level, 3rd, then 4th, then 5th highest score, will be counted until the tie is broken.

When the tie breaker is determined, the highest scoring Consultant shall be awarded the contract or receive the first opportunity to negotiate, as applicable.

If an award or negotiation is unsuccessful with the highest scored Consultant, award or negotiations may commence with the next highest scoring Consultant.

- HH. The term of the continuing service contracts is for a period no greater than of 5 years and not to exceed a total cumulative contract amount of \$1.5 million for all work defined within the advertisement and contract provisions.

- II. A Consultant Service Authorization (CSA) is a contract executed by the Highlands County Board of County Commissioners and a Task Order Authorizations (TOA) is an agreement executed by the County Administrator with a value of less than \$50,000. These are the two types of agreements to the continuing contracts may be assigned at the direction of the Board of County Commissioners or County Administrator or his or her designee. In making these assignments, staff recommendations shall consider the Consultant's expertise specific for the job task, timeliness, availability to complete the work, and past performance on jobs conducted under the continuing contract with the County. The Task work orders will be awarded through an additional qualifications-based selection procedure. If two or more qualifying firms are identified as essentially equal by application of the foregoing criteria, the CSA and TOA the tie breaker policy in paragraph GG above will be used.

- JJ. A determination of allowable costs in accordance with Federal Cost Principles will be performed for services rendered under any resulting contract from this solicitation.

- KK. Performance evaluations will be conducted on all contracted services.

- LL. Disadvantage Business Enterprise (DBE) utilization data & payment reporting and Bid Opportunity Reporting is required by the selected firms. DBE participation is encouraged. DBE participation is not required for contract award.

- MM. Work under this solicitation and eventual contract requires compliance with:
- a. 49 CFR 26.51; 337.139, F.S;

- b. LAP Manual (FDOT Topic No. 525-010-300);
- c. FDOT Contract Compliance Manual (FDOT Topic No. 275-027-005)
- d. Florida Unified Certification Program DBE Directory; and
- e. FDOT Equal Opportunity Compliance Application.

NN. A Performance evaluation will be conducted upon completion of each CSA or TOA by the County Project Manager and provided to the consultant. This evaluation will become public record. Larger projects may require an interim evaluation.

END OF SECTION

SECTION II. 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 RFPs.
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 refine the scope of work. This refinement is not to include any new services not advertised but to allow more specifically the define work integral to that in the advertised scope.
6. If the County believes that collusion exists among Proposers, all Proposals will be rejected.
7. The County, the State and Federal auditors must be reserved 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 must maintain records related to any subsequent contract and any Work Task for a period of 5 years after the final payment is made. The awarded Proposer shall provide copies of any records related to contracts entered into in connection with this RFP upon request.

SECTION III ADDITIONAL TERMS AND CONDITIONS FOR RFP 19-023

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 receive 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 any ADA or work conditions 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. EXCEPTIONS / ITEMS NOT IDENTIFIED IN THE SCOPE OF WORK:

No exceptions to the scope of work will be authorized.

J. DOCUMENTS OR PHOTOGRAPHS 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, except as allowed by law. All reports or documents resulting from the ensuing contract will remain the sole property of the County.

IV GENERAL SCOPE OF WORK AND QUALIFICATIONS

INTRODUCTION

The Board of County Commissioners, Highlands County, Florida is seeking professional engineering continuing services from FDOT pre-qualified firms for the following categories:

1.) planning; 2.) project development, studies and environmental studies; 3.) preparation of design plans, specifications, and estimates; and 4.) construction engineering and inspection (CEI) services. Proposals for services as defined by the laws of the State of Florida and LAP requirements. This solicitation complies with Section 287.055 Florida Statutes, Consultant's Competitive Negotiation Act (CCNA).

Consideration will only be given to those firms that are qualified pursuant to the law and that have been prequalified by the Florida Department of Transportation (FDOT) by the proposal deadline. Persons and firms used whether prime consultant or subconsultant, can only perform the work for which they are prequalified with FDOT, in accordance with Rule Chapter 14-75, Florida Administrative Code.

Qualifications:

Require professional engineering services with consultants that are prequalified with the Florida Department of Transportation (FDOT), per F.A.C. Chapter 14-75, for at least one of the Work Groups or Work Group sub-categories (both referenced as "Work" hereafter) listed below in the described four categories. Consultants and/or their sub consultants must be prequalified in the specified Work for which they would be contracted. FDOT pre-qualified Sub-consultants will be allowed to be utilized for any Work the Prime Consultant is not prequalified within a category but the subconsultant must be identified in the proposal submitted by the Proposer. Two firms will be awarded contracts in each of the four (4) categories below.

Annually or as requested by the County, each firm selected for a contract award must submit proof of FDOT pre-qualifications in the form of a copy of the firm's current unexpired prequalification letter from FDOT, on FDOT letterhead. Copies of reports displaying qualification are not an acceptable substitute.

SCOPE OF SERVICES

Engineering firms that are prequalified with FDOT may submit statements of qualifications to participate in a competitive process. The County will select up to two (2) firm(s) and their team of subconsultants in each category to provide professional engineering services based on their qualifications and experience with work in each category. A Firm and their team of subconsultants may be selected in more than one category if they submit separate proposals. The selection of the firms is partially based on the firm's staff and staff experience and if a change

in staff is made during the contract period the County has the right to determine if the firm still maintains the staff skills needed for the category during the term of the contract.

The services will be provided on an as needed basis. The four professional service categories below are defined by the scope of services anticipated and will be more specifically defined in the contract Task Order when the services are authorized. The same firm will not be allowed to perform work more than one category for the same project. The following four (4) categories are each being scored separate and separate contracts will be awarded for each category.

7. **Planning** – Planning services will include multi modal transportation planning services and land use/urban planning. The planning services may include data collection, survey of transportation users, transportation usage and infrastructure conditions, accident information, landscape planning related to transportation. This category could require public meeting participation or facilitation. Planning services may require schematic sketches, chart preparation and all reporting and documentation. Understanding of current transportation requirements, setbacks and community needs.

This service required FDOT prequalification in one or more of Work 13.3, 13.4, 13.5, 13.6, 13.7. A firm submitting a proposal may identify other team members (subconsultants) that they will use that are prequalified in other Work in this category.

8. **Project Development and Environmental Studies–**

2.1 The Project development process and all tasks identified in this Scope of Services must follow the guidance provided in the FDOT's current version of the PD&E Manual and FDOT Design Manual (FDM). As discussed in Part 1, Chapter 1, of the PD&E Manual, the PD&E Manual satisfies state and federal processes and incorporates the requirements of the National Environmental Policy Act (NEPA); federal law, regulations, and Executive Orders included in the FHWA Federal-Aid Policy Guide; and applicable state laws and regulations including Section 339.155 of the Florida Statutes and Rule Chapter 14 of the Florida Administrative Code. As such, Project documents prepared by the CONSULTANT must comply with all applicable state and federal laws, regulations, and Executive Orders.

Project Development involves the study and evaluation of social, economic and environmental effects on the human and natural environment by transportation. The FDOT project development process is a comprehensive process involving: Planning, Project Development and Environment (PD&E), Design, Right of Way (ROW), and Construction phases.

Studies may include any form of transportation and could include but not limited to: traffic impact studies, traffic circulation plans, motor vehicle and/or pedestrian studies, speed studies, traffic performance studies, signal timing plans, intersection design studies, accident studies, safety studies, benefit cost analysis of proposed

transportation improvements. These services include monitoring, data collection and analyze characteristics of vehicles or pedestrians related to transportation.

Environmental Studies are prepared simultaneously with Location/Design Studies to assure that all environmental and engineering issues are considered in the decision-making process. Environmental Studies include all investigations and studies necessary to identify potential adverse impacts of proposed projects, evaluate their likely significance, and recommend mitigation actions to reduce their severity. Some projects may require that an environmental assessment (EA) or environmental impact statement (EIS) be prepared for federally-assisted or regulated projects unless they are categorically excluded.

The Scope of Services defines the Project tasks to be performed consistent with the **PD&E Manual** and other pertinent manuals.

The maximum per project study activity is \$200,000 per Section 287.055 F.S.

This service requires FDOT prequalification in the Work Group 2.

9. **Preparation of design plans, specifications, and estimates** – The engineering design may include any transportation infrastructure design or related appurtenances, including highways, roads, street, airports, bridges, sidewalks, intermodal trails, traffic signal systems, lighting and wayfinding. As an example the roadway design may also include drainage, traffic controls, landscaping, utility relocations, hydrolic and hydrologic, stormwater, sidewalks and related improvements. Design work may include obtaining the required stormwater and building permits, surveying, and aerial mapping. Services shall consist of bid document preparation and assistance during the solicitation process.

Work under this category is limited to projects where the construction cost does not exceed \$2 million per Section 287.055 F.S.

This service requires FDOT prequalification in one or more of Work 3.1, 3.2, 4.1.1, 4.1.2, , 6.1, 6.2, 6.3, 7.1, 7.2, 7.3, 8.1, 8.2, 8.4, 9.1, 9.2, 9.3, 9.4.1, 9.5, or 15); A firm submitting a proposal may identify other team members (subconsultants) that they will use that are prequalified in other Work in this category.

A known Federal Aid project at this time is:

#435067-1-38-01 Highlands County / Memorial Dr. from Pompano to Sebring Parkway- Design of an 8' wide multi-use path along the rights-of way of Memorial Drive from Pompano to Sebring Parkway in Sebring for an approximate distance of 7,500 linear feet.

10. Construction Engineering and Inspection (CEI) and Bridge Inspection services-

The CEI services may include all monitoring and inspection of the Construction contract work to assure conformity with the plans, specifications and special provisions of the construction contract. Observe work to determine progress and quality of work. Identify discrepancies, report discrepancies to the Contractor and the County and direct the Contractor to correct such observed discrepancies. Provide for inspection, testing, monitoring progress, and reporting to the County. The CEI Consultant Engineer is the employee assigned by the Consultant and responsible for the construction inspection administrative services. The County will provide construction plans, specifications, executed construction contract and reporting requirements. The CEI will provide survey, inspection and testing equipment essential to perform these services. Safety equipment, identification of all CEI workers and responsibility for all risk of loss or damage to CEI equipment. If deficiencies are indicated, remedial action shall be implemented immediately. Documentation of all responses and actions are required. CEI services may include 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.

This work under Work 5 may include: on-site bridge inspections, load rating, live load capacity and the preparation of bridge reports.

Work under this category is limited to projects where the construction cost does not exceed \$2 million per Section 287.055 F.S.

Known Federal Aid projects at this time are:

#435067-1-38-01 Highlands County / Memorial Dr. from Pompano to Sebring Parkway- Design of an 8' wide multi-use path along the rights-of way of Memorial Drive from Pompano to Sebring Parkway in Sebring for an approximate distance of 7,500 linear feet.

#431343-1-38-01 Highlands County / Thunderbird Road Sidewalk Project (from Comet Terrace to Grand Prix Drive). CEI services for construction of a 5' wide sidewalk & drainage improvements along the north right-of-way of Thunderbird Rd in Sebring for an approximate distance of 0.343 miles.

#433203-1-38-01 Highlands County / Thunderbird Road Sidewalk Project (from Grand Prix Drive to Cougar Blvd.). CEI services for construction of a 5' wide sidewalk & drainage improvements along the north right-of-way of Thunderbird Rd in Sebring for an approximate distance of 0.489 miles.

The CEI or Bridge Inspection services requires FDOT prequalification in one or more of Work 10.1, 10.3, 10.4, 5.1, 5.3, 5.4. A firm submitting a proposal may identify other team members (subconsultants) that they will use that are prequalified in other Work in this category.

GRANT FUNDING AND COMPLIANCE

All categories of work require the Engineering Firm to be responsible for the compliance with the grant agreements as it relates to the project. These may 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.

V. 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 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 one (1) 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 eighty (80) pages single sided print. Proposals not conforming to this format may be disqualified from further consideration. The Evaluation Score Sheet sample is provided in Section VIII of this RFP.
 - d. 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. Sample 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)
 - iii. By submittal of a Letter of Interest the consultant represents that it does not have any professional or personal conflicts of interest.
 - iv. By submitting a Letter of Interest the consultant confirms that no principal (which includes officers, directors or executives) or the firm is presently suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation by any State, Federal Department or Agency.
2. Professional Licenses -Provide professional licensure information related to the scope and a current un-expired FDOT pre-qualification letter on FDOT letterhead. Information for Prime Consultant and any sub Consultants.
3. Certificates from Section VII.
 - a. Certificate pursuant to F.S. 287.087
 - b. Certificate pursuant to F.S. 287.133(3)(A)
 - c. Certificate pursuant to F.S. 287.134
 - d. Certification of participation in E-Verify (Not required for Owner-Operators having no employees)
4. FDOT Required Forms
 - a. Disclosure of Lobbying Activities (FDOT Form 375-030-34)
 - b. Certification for Disclosure of Lobbying Activities (FDOT Form 375-030-33)
 - c. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (FDOT Form 375-040-32)
 - d. Truth in Negotiation Certification (FDOT Form 375-030-30)
 - e. Certification of Restrictions on Lobbying Form (Federal Form)
 - f. Conflict of Interest/ Confidentiality Certification - FDOT Form #375-030-050
 - g. DBE INFORMATION - FDOT Form 275-030-11

The pages from Tab-A do not count toward the 80-page allowance.

TAB-B**1. Letter of Interest**

----- (Maximum 0 points)

2. Ability of Professional Personnel

----- (Maximum 30 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 projects, especially the Project Manager.
- b. Indicate the general and specialized expertise of the staff 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.
- c. Illustrate subconsultants key personnel and qualifications.

3. Relevant Firm Experience

----- (Maximum 30 points)

- a. Describe the firm's background, history, and experience for similar services as described in this RFP and the category of submittal.
- b. Describe the firm's past and current related experience with a similar FDOT project(s). Consideration will be given to the successful completion of previous projects and their complexity. List of 10 most recent LAP projects completed in the last 7 years 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.
- c. Describe specialized expertise and areas of FDOT Prequalification. Firm must hold prequalification letter from FDOT in at least one FDOT Work Group(s) or Group sub-category(ies) called "Work" in order to submit for that category. Provide any specialized expertise of sub consultants on the Prime's team.

4. Past Performance of Firm including Staff Members

---- (Maximum 30 points)

- a. The Proposer must provide five (5) references from clients for work completed by the Consultant (i.e. the person who will perform the services). The Scope of Work shall be indicated. Provide reference entity name including address, contact name, telephone number, and e-mail address. Evaluator's may 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.
- b. Indicate the general and specialized expertise, 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. Give brief resume of the key person(s) to be assigned responsibilities for projects under this RFP.

- d. Describe the capabilities of Respondent's staff who will provide technical services required for this category.

Require professional engineering services with consultants that are prequalified with the Florida Department of Transportation (FDOT), per F.A.C. Chapter 14-75, for at least one of the Work Groups or Work Group sub-categories (both referenced as "Work" hereafter) listed below in the described four categories. Consultants and/or their sub consultants must be prequalified in the specified Work for which they would be contracted. FDOT pre-qualified Sub-consultants will be allowed to be utilized for any Work the Prime Consultant is not prequalified within a category but the subconsultant must be identified in the proposal submitted by the Proposer. Two firms will be awarded contracts in each of the four (4) categories below.

5. Current and Projected Workload versus Capacity -----(Maximum 10 points)

Include a statement of the firm's current and projected workload versus capacity of firm. Prior to the assignment of work to a contracted firm the County will also consider the firms workload and capacity to perform assignment.

TAB-C

----- (No points)

The Proposer may include additional material under Tab-C. Please note that pages under Tab-C count toward the 80-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.

NOTE: Following the selection of the consultants the contract fees will be negotiated in accordance with Section 287.055 Florida Statutes. In accordance with the Federal Brooks Act and Section 287.055, Florida Statutes, price will not be an evaluation criterion during the selection phase for professional services. Consultants are prohibited from including fees or rates in their submittal documents to this solicitation and in any oral presentation.

VI. PROPOSAL SUBMITTAL FORM

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

RFP IDENTIFICATION: RFP 19-023 – ENGINEERING SERVICES FOR FDOT PRE-QUALIFIED
CONTINUING CONTRACTS
and Memorial Drive Project #435067-1-38-01, &
Thunderbird Sidewalks CEI #431343-38-01 & #433203-38-01

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

Company Duns Number

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

Each Category requires a separate submittal package. Check appropriate (one) box for each submittal. Circle Work the Prime Consultant (Proposer) is FDOT prequalified and underline any work in the category the proposed sub consultants for the Prime is FDOT Prequalified.

Categories applicable to this submittal:

- ☐ 1. Planning (Work 13.3,13.4, 13.5, 13.6, 13.7);
- ☐ 2. Project Development, Studies and Environmental Studies (Work Group 2);
- ☐ 3. Preparation of design plans, specifications, estimates (Work 3.1, 3.2, 4.1.1, 4.1.2, 6.1, 6.2, 6.3, 7.1, 7.2, 7.3, 8.1, 8.2, 8.4, 9.1, 9.2, 9.3, 9.4.1, 9.5, or 15);
- ☐ 4. Construction Engineering and Inspection (CEI) and Bridge Inspection services (Work 10.1, 10.3, 10.4, 5.1, 5.3, 5.4)

PRPOSALSUBMITTAL FORM DOCUMENT CHECKLIST

- The following documentation is included with this RFP and must be included with submittal:

Forms	Check if included or circle one		
Completed Proposal Submittal Form (page 25-27)	Required	YES	NO
Drug-Free Workplace Certification (page 28)	Required	YES	NO
Public Entity Crimes Sworn Statement (page 29-30)	Required	YES	NO
Discrimination Certification (page 31)	Required	YES	NO
Acord Insurance Form (sample copy from Vendor showing proof of Insurance and Professional Liability Insurance per 337.106 FS)	Required	YES	NO
E Verify Certification (page 32)	Required	YES	NO
Disclosure of Lobbying Activities Form 375-030-34	Required	YES	NO
Certification of Disclosure of Lobbying Form 375-030-33	Required	YES	NO
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal-Aid Contract Form 375-030-32	Required	YES	NO
Truth in Negotiation Form 375-030-30	Required	YES	NO

Certification of Restrictions on Lobbying Form (submit with proposal or within 3 business days of County's request)	Required within 3 days of request	YES	NO
Conflict of Interest/ Confidentiality Certification - FDOT Form #375-030-050	Required	YES	NO
Professional Services DBE or Small Business Commitment Form (375-030-83)	Required	YES	NO
Copy of Proposers FDOT Prequalification Letter and any subconsultant prequalification	Required	YES	NO
Copy of Florida Business License	Required	YES	NO
Documents requested under Tab B	Required	YES	NO

- 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, federal government, 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: _____

VII. COMPLIANCE REQUIREMENTS

CERTIFICATION PURSUANT TO SECTION 287.087, FLORIDA STATUTES DRUG FREE WORKPLACE PROGRAMS

RFP 19-023

**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 19-023

**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.

(NOTE: 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.

(NOTE: 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 19-023
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 19-023**

**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: _____

STATE AND FEDERAL FORMS

Disclosure of Lobbying – State of Florida Form 375-030-34

Certification for Disclosure of Lobbying Form 375-030-33

Certification Regarding Debarment For Federal Aid Contracts – 375-030-32

Truth In Negotiations 375-030-30

Conflict of Interest/ Confidentiality certification FDOT Form #375-030-050

Professional Services DBE or Small Business Commitment Form (375-030-83)

DBE Bid Package Information (275-030-11)

Bid Opportunity List (375-040-62) To Be Submitted with Specific Work Assignment Proposals

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
02/16

Is this form applicable to your firm?

YES ☐ NO ☐

If *no*, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: _____ _____ _____ Congressional District, if known: 4c _____		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, if known: _____
6. Federal Department/Agency: _____ _____ _____	7. Federal Program Name/Description: _____ _____ _____ CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> _____ _____ _____ _____	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____ _____ _____ _____	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS**
(Compliance with 49CFR, Section 20.100 (b))

375-030-33
PROCUREMENT
10/01

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: _____

By: _____ Date: _____

Authorized Signature: _____

Title: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS**
(Compliance with 2 CFR Parts 180 and 1200)

375-030-32
PROCUREMENT
11/15

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: _____

By: _____

Date: _____

Title: _____

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRUTH IN NEGOTIATION CERTIFICATION

375-030-30
PROCUREMENT
05/14

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

Name of Consultant

By: _____

Date

**CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
FOR CONSULTANT/CONTRACTOR
SERVING IN THE ROLE OF PROJECT MANAGER FOR FDOT**

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department. I further realize that violation of the above mentioned statute would be punishable in accordance with Section 838.22, Florida Statutes.

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

RFP 19-023
Page 40 of 76

**CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS**

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department. I further realize that violation of the above mentioned statute would be punishable in accordance with Section 838.22, Florida Statutes..

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date

Additional Page

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

[illegible]

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PROFESSIONAL SERVICES DBE OR
 SMALL BUSINESS COMMITMENT FORM**

375-030-83
 PROCUREMENT
 12/18

Firms will submit this form in response to the Request for Proposal or alternatively, at the time of Expanded Letter of Response submittal. Used for Professional Services:

- BDI Set-Asides (Standard note 7 of Professional Services advertisement)
- Advertisements that contain Under-Utilized Work Groups (Standard note 8 of professional services ad)
- Advertisements that contain a DBE/Small Business Aspiration Goal (Standard note 9 of professional services ad)

Contract/Advertisement No.:	Prime Consultant:
Project Description:	

Expected percentage of contract fees to be utilized by DBE(s): _____ %. (Combine DBE Prime and DBE subconsultants, if applicable).

Expected percentage of contract fees to be utilized by Non-DBE Small Businesses _____ %. (Combine Non-DBE Small Business Prime and Non-DBE Small Business subconsultants, if applicable).

The proposed Prime and DBE and Small Business subconsultants/subvendors are as follows:

Prime	Type of Work (List each type of work separately, only one type of work per line)	Percentage	DBE	Small Business
	Choose an item.	%	<input type="checkbox"/>	<input type="checkbox"/>
	Choose an item.	%	<input type="checkbox"/>	<input type="checkbox"/>
	Choose an item.	%	<input type="checkbox"/>	<input type="checkbox"/>
	Choose an item.	%	<input type="checkbox"/>	<input type="checkbox"/>
	Choose an item.	%	<input type="checkbox"/>	<input type="checkbox"/>
	Choose an item.	%	<input type="checkbox"/>	<input type="checkbox"/>
	Choose an item.	%	<input type="checkbox"/>	<input type="checkbox"/>
	Choose an item.	%	<input type="checkbox"/>	<input type="checkbox"/>
Subconsultant/Subvendor (Only if sub is DBE or Small Business)	Type of Work (List each type of work separately, only one type of work per line)	Percentage	DBE	Small Business
	Choose an item.	%	<input type="checkbox"/>	<input type="checkbox"/>
	Choose an item.	%	<input type="checkbox"/>	<input type="checkbox"/>
	Choose an item.	%	<input type="checkbox"/>	<input type="checkbox"/>
	Choose an item.	%	<input type="checkbox"/>	<input type="checkbox"/>
	Choose an item.	%	<input type="checkbox"/>	<input type="checkbox"/>
	Choose an item.	%	<input type="checkbox"/>	<input type="checkbox"/>
	Choose an item.	%	<input type="checkbox"/>	<input type="checkbox"/>
	Choose an item.	%	<input type="checkbox"/>	<input type="checkbox"/>
	Choose an item.	%	<input type="checkbox"/>	<input type="checkbox"/>
	Choose an item.	%	<input type="checkbox"/>	<input type="checkbox"/>
	Choose an item.	%	<input type="checkbox"/>	<input type="checkbox"/>
	Choose an item.	%	<input type="checkbox"/>	<input type="checkbox"/>
	Choose an item.	%	<input type="checkbox"/>	<input type="checkbox"/>
	Choose an item.	%	<input type="checkbox"/>	<input type="checkbox"/>
	Choose an item.	%	<input type="checkbox"/>	<input type="checkbox"/>
	Choose an item.	%	<input type="checkbox"/>	<input type="checkbox"/>
	Choose an item.	%	<input type="checkbox"/>	<input type="checkbox"/>

Please note, the number one ranked firm is required to enter DBE Participation in the Equal Opportunity Compliance (EOC) System subsequent to contract award and any future contract amendments or task work orders (if applicable).

Firms listed in the table as DBEs should appear in the Department's listing of DBE's at:

<https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspx>

Professional Services firms listed as "Non-DBE" Small Businesses should appear on the Department's listing of all Non-DBE Small Businesses at: <http://www2.dot.state.fl.us/procurement/professionalservices/lppc/sbeonly.htm>. Road and bridge construction firms and other non-professional services firms should appear on the Department's listing at: http://www2.dot.state.fl.us/sasweb/cgi-bin/broker.exe?_service=default&_program=inetprog.db2.smbusform.scl

By: _____ Title: _____ Date: _____

DBE Utilization

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 10.65% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information. Forms may be downloaded at: www.dot.state.fl.us/proceduraldocuments/.

DBE Reporting

If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

Bid Opportunity List

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both **DBE's and non-DBEs**.

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is:

<https://www3.dot.state.fl.us/EqualOpportunityCompliance/Account.aspx/LogIn?ReturnUrl=%2fEqualOpportunityCompliance%2f>.

DBE/AA Plans

Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the "____" space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chairperson in the space next to "by" and print the full first and last name and position title of the official signing the policy.
- Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: **eeoforms@dot.state.fl.us**.

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.

Prime Contractor/Prime Consultant: _____

Address/Phone Number: _____

Procurement Number/Advertisement Number: _____

49 CFR Part 26.11 The list is intended to be a listing of all firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and supplies materials on DOT-assisted projects, including both DBEs and non-DBEs. For consulting companies this list must include all subconsultants contacting you and expressing an interest in teaming with you on a specific DOT-assisted project. Prime contractors and consultants must provide information for Numbers 1, 2, 3 and 4, and should provide any information they have available on Numbers 5, 6, 7, and 8 for themselves, and their subcontractors and subconsultants.

1. Federal Tax ID Number: _____

2. Firm Name: _____

3. Phone: _____

4. Address: _____

5. Year Firm Established: _____

6. ☐ DBE
☐ Non-DBE

7. ☐ Subcontractor
☐ Subconsultant

8. Annual Gross Receipts
☐ Less than \$1 million
☐ Between \$1 - \$5 million
☐ Between \$5 - \$10 million
☐ Between \$10 - \$15 million
☐ More than \$15 million

1. Federal Tax ID Number: _____

2. Firm Name: _____

3. Phone: _____

4. Address: _____

5. Year Firm Established: _____

6. ☐ DBE
☐ Non-DBE

7. ☐ Subcontractor
☐ Subconsultant

8. Annual Gross Receipts
☐ Less than \$1 million
☐ Between \$1 - \$5 million
☐ Between \$5 - \$10 million
☐ Between \$10 - \$15 million
☐ More than \$15 million

1. Federal Tax ID Number: _____

2. Firm Name: _____

3. Phone: _____

4. Address: _____

5. Year Firm Established: _____

6. ☐ DBE
☐ Non-DBE

7. ☐ Subcontractor
☐ Subconsultant

8. Annual Gross Receipts
☐ Less than \$1 million
☐ Between \$1 - \$5 million
☐ Between \$5 - \$10 million
☐ Between \$10 - \$15 million
☐ More than \$15 million

1. Federal Tax ID Number: _____

2. Firm Name: _____

3. Phone: _____

4. Address: _____

5. Year Firm Established: _____

6. ☐ DBE
☐ Non-DBE

7. ☐ Subcontractor
☐ Subconsultant

8. Annual Gross Receipts
☐ Less than \$1 million
☐ Between \$1 - \$5 million
☐ Between \$5 - \$10 million
☐ Between \$10 - \$15 million
☐ More than \$15 million

AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR:

**BID SHEET (Invitation to Bid – ITB)
LETTERS OF RESPONSE (LOR)
PRICE PROPOSAL (Request for Proposal – RFP)
REPLY (Invitation to Negotiate – ITN)**

VIII. SAMPLE EVALUATION SCORE SHEET

EVALUATION SCORE SHEET FOR: RFP 19-023

ENGINEERING SERVICES FOR FDOT PRE-

QUALIFIED CONTINUING CONTRACTS

Category applicable to this evaluation:

- ☐ 1. Planning (Work 13.3, 13.4, 13.5, 13.6, 13.7,);
- ☐ 2. Project Development, Studies and Environmental Studies (Work 2);
- ☐ 3. Preparation of design plans, specifications, estimates (Work 3.1, 3.2, 4.1.1, 4.1.2, 6.1, 6.2, 6.3, 7.1, 7.2, 7.3, 8.1, 8.2, 8.4, 9.1, 9.2, 9.3, 9.4.1, 9.5, or 15);
- ☐ 4. Construction Engineering and Inspection (CEI) and Bridge Inspection services (Work 10.1, 10.3, 10.4, 5.1, 5.3, 5.4)

CRITERIA FOR EVALUATION			TOTAL POSSIBLE POINTS	EVALUATORS SCORE
B	1	Letter of Interest	0	
B	2	Ability of Professional Personnel	30	
B	3	Relevant Firm Experience	30	
B	4	Past Performance of Firm including staff Members	30	
B	5	Current and Projected Workload versus Capacity	10	
TOTAL			100	

Identify areas of expertise:

PROPOSER'S NAME: _____

EVALUATOR'S NAME: _____

EVALUATOR'S SIGNATURE: _____

DATE: _____

IX. SELECTION PROCESS AND PRESENTATIONS

The single step selection process shall be open to the public and records shall be maintained in accordance with Florida's records retention requirements. Responses shall be reviewed by the Evaluation Committee and scored by the Evaluation Committee based upon the above criteria for each of the Professional Services Categories identified in this solicitation. Each member of the Evaluation Committee shall perform their own independent scoring based upon the criteria herein and the highest scoring firms shall be determined by the order of score from highest to lowest score. An award requires at least two more firms submitting a proposal than the number selected for a contract. The Evaluation Committee has the right to correct any errors in the evaluation and selection process that may be made. Any corrections will become part of the record. The County is not obligated to award any contract(s) and the Evaluation committee may decide to reject all Proposals. If the Evaluation Committee decides not to reject all Proposals, the County may proceed in accordance with the Evaluation Committee's recommendation.

Up to a maximum of two (2) may be awarded continuing contracts for each category of services. Should a satisfactory contract not be negotiated with top four ranked Respondents, then next ranked Respondents shall be contacted, and negotiations shall begin with the next highest ranked Respondent and so on, until the County has the number of continuing contracts in each category provided we have received two (2) more proposals than the number of contracts being awarded. Procurement and contracting of all Professional Services shall conform to all policies of the Highlands County Board of County Commissioners, County ordinances, codes, and technical standards and State and Federal law and regulations including, but not limited to, 24 CFR, Part 85, and Section 287.055, Florida Statutes.

X. AWARD

A contract will be awarded to, up to two (2) firms for each of the four (4) Professional Services Category listed in this RFP. A firm may receive a contract in one or more categories. Each professional service category will have a separate contract. Those contracts will include provisions required by federal, state or local laws, regulations, ordinances or executive orders and provisions required by policies adopted by the Highlands County Board of County Commissioners. Task work orders (CSA or TOA) will be assigned based on an additional qualifications-based selection procedure. Any firms contracted for a design services for a specific project will never be awarded a contract for CEI services for that same project.

XI. CONTRACT NEGOTIATION AND EXECUTION

Negotiation of a contract for services will follow the initial selection process with the top ranked firms in each category. The successful firms offered a contract must 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 negotiations, the recommended contracts will be submitted for approval of the Board of County Commissioner's.

XII. TENTATIVE SCHEDULE

DATE	TIME	EVENT
Sunday, November 10, 2019		First Advertisement
Sunday, November 17, 2019		Second Advertisement
Tuesday, December 3, 2019	5 P.M.	Deadline to submit questions (RFI's)
Friday, December 6, 2019	5 P.M.	Deadline to release answers by County to questions (RFI's)
Monday, December 16, 2019	3:30 P.M.	Proposal due date
Friday, December 20, 2019	9:00 A.M.	Review/Scoring of Proposals by the Evaluation Committee
Friday, December 20, 2019	12:00 P.M.	Final ranking by the Evaluation Committee based on score
Friday, December 20, 2019		Anticipated award date
December 30, 2019-January 14, 2020		Contract negotiations
Tuesday, January 21, 2020	9:00 AM	Anticipated contract consideration by the Board of County Commissioners

XIII. 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, Purchasing Manager
Highlands County Purchasing Division
600 S. Commerce Ave., Sebring, Florida 33870
Email: cmdavis@hcbcc.org*

XIV. REQUEST FOR INFORMATION (RFI) CUT-OFF

All questions regarding this RFP shall be submitted by Proposers in writing by 5 P.M. on Tuesday December 3, 2019 to the person identified in Section XIII of this RFP. The County shall release responses by 5 P.M. on Friday, October 25, 2019.

XV. SAMPLE CONTRACT

Submission of a bid constitutes agreement with the terms and conditions of the attached sample contract and an agreement to enter into a contract that substantially conforms with the attached sample contract.

**CONTRACT FOR CONTINUING SERVICES
HIGHLANDS COUNTY, FLORIDA**

This Contract ("Contract") made _____, 2019 by and between Highlands County, a political subdivision of the State of Florida ("County") and _____ ("Consultant") a _____ corporation. In consideration of mutual covenants to be performed by the parties pursuant to this Contract, each party hereby represents, warrants and agrees as follows:

Article 1. SCOPE OF WORK. The CONSULTANT's responsibility under this Contract is to provide **(MUST SELECT ONLY ONE CATEGORY PER CONTRACT)** CATEGORY 1, PLANNING, CATEGORY 2, PROJECT DEVELOPMENT AND ENVIRONMENTAL STUDIES, 3, PREPARATION OF DESIGN PLANS, SPECIFICATIONS, ESTIMATES, and CATEGORY 4, CONSTRUCTION ENGINEERING AND INSPECTION (CEI) services related to tasks and projects hereinafter provided. The CONSULTANT must be FDOT prequalified in the categories listed above. These services may include those listed in that Category RFP 19-023 Engineering Services for FDOT pre-qualified continuing contracts, which are incorporated herein by this reference. The services performed by the CONSULTANT under this Contract may include professional services for projects in which the construction costs do not exceed the amount of \$2 million dollars, for a study activity which does not exceed \$200,000 or for work of a specified nature specified in Section 287.055(2)(g), Florida Statutes, then in effect.

This Contract shall be deemed a "continuing contract" under Section 287.055, Florida Statutes. Provisions of this Contract may be amended and updated periodically as deemed appropriate by the parties to reflect changes in professional business practices and general economic conditions without invalidating the effect or the nature of this Contract. The terms and conditions of RFP 19-023 are incorporated fully into this Contract and serve as part of this Contract.

The precedence of documents comprising the parties' agreement shall be: 1) this Contract; 2) purchase order; 3) the RFP; 4) Consultant's Proposal. Contractor agrees that all work performed by Contractor pursuant to this Contract shall be to the standards of, and approval by the County's Project Manager. Further, Contractor agrees not to publish or disseminate any materials developed pursuant to this Contract without prior written approval by the Project Manager.

ARTICLE 2. TERM. This contract shall be for the term of no more than 5 years from the date of contract execution and all work contracted as a result of this contract shall not exceed \$1.5 million dollars in value for all work associated with this contract.

ARTICLE 3. CONTRACT PRICE. Each task or project shall be initiated by a separate Consultant Services Authorization (CSA) or Task Order Authorization (TOA) which will include a Scope of Services and Schedule of Payments. Each CSA and TOA shall include a duration during which the services shall be performed by the CONSULTANT based on the nature of the work approved by the COUNTY. Appendix A contains suggested means of arriving at a schedule of fees based upon the types(s) of work to be performed by the CONSULTANT.

The COUNTY shall pay the CONSULTANT for satisfactory performance, as provided in this Contract, subject to additions and deletions by amendments as otherwise provided in this Contract.

Services of the CONSULTANT shall be under the general direction of designated individuals, who shall act as the COUNTY's representatives during the performance of this Contract. The CONSULTANT shall, upon request, submit to the COUNTY brief written reports concerning the status of active projects.

This Contract shall include the following documents, which are attached to and hereby made a part of this Contract:

Exhibit A:	Method of Payment for Services and Expenses of Consultant
Exhibit B:	Compensation Schedule
Exhibit C:	Local Agency Program (LAP) Federal-Aid Terms Form
Exhibit D:	Federal Contract Provisions

ARTICLE 4. PAYMENT PROCEDURES. The CONSULTANT will bill the COUNTY at the amounts set forth in the Schedule of Payments for services rendered toward the completion of the Scope of Work on a monthly basis or as otherwise provided in Consultant Services Authorizations (CSA) or Task Order Authorizations (TOA) for specific services. The amounts billed shall represent the approximate completion of services outlined in the Scope of Work developed for each authorization. A 10% retainage on the total work completed will be retained by the County until the final payment.

“Out-of-Pocket” expenses will be reimbursed in accordance with the list of the types of expenditures eligible for reimbursement. All requests for payment of “out-of-pocket” expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the COUNTY. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the applicable Scope of Work. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

Invoices shall be submitted to the Project Manager, who will determine if the Services rendered are satisfactory. Invoices shall be timely submitted and shall be in sufficient detail for the Project Manager and/or Purchasing Manager to ensure compliance with this Contract. Invoices must reference the Purchase Order number. Payment shall be made in accordance with the Highlands County Prompt Payment Policy and Local Government Prompt Payment Act, Section 218.70 et. seq., Florida Statutes.

ARTICLE 5. INDEPENDENT CONSULTANT. CONSULTANT is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent CONSULTANT and not an employee, agent, or servant of County or FDOT. All persons engaged in any of the work or Services performed by or for CONSULTANT pursuant to this Contract shall at all times, and in all places, be subject to CONSULTANT’S direction, supervision, and control as an employee of CONSULTANT. CONSULTANT shall exercise control over the means and manner in which its employees perform the work, and in all respects CONSULTANT’S relationship and the relationship of its employees to County shall be that of an independent contractor and not as employees or agents of County. Services performed by Consultant pursuant to this Contract are solely for the benefit of County. Nothing contained in this Contract creates any duties on the part of Consultant toward any third party.

ARTICLE 6. CONSULTANT PERSONNEL. The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The Consultant agrees that all services shall be performed by skilled and competent personnel in accordance with generally accepted professional practices and standards.

Any changes or substitutions in the CONSULTANT’S key personnel as may be listed herein must be made known to the COUNTY’S representative and written approval granted by the COUNTY before said change or substitution can become effective.

ARTICLE 7. PROTECTION OF PERSONS AND PROPERTY. Consultant shall take all reasonable precautions for, and will be responsible for initiating, maintaining, and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of its operations under this Contract. Consultant shall take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of its operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, Consultant shall act with reasonable care and discretion to prevent any threatened damage, injury or loss.

ARTICLE 8. INDEMNIFICATION. CONSULTANT shall, in addition to any other obligation to indemnify the County and FDOT and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the County, its elected officials, employees, agents, and volunteers and FDOT, its officials and employees 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 Contract or work performed under or related to this Contract, unless caused by the sole negligence of the County, its elected officials, employees, agents, or volunteers or FDOT, its officials and employees. Any cost or expenses, including attorneys' fees (including appellate, bankruptcy or patent counsel fees), incurred by the County to enforce this Indemnification shall be borne by the Consultant. This Indemnification shall also cover all claims brought against the County, its elected officials, employees, agents, or volunteers and FDOT, its officials and employees by any employee of the Consultant. The Consultant's obligation under this Indemnification shall not be limited in any way to the agreed upon contract price as shown in this Contract or the Consultant's limit on or lack of sufficient insurance protection. Upon completion of all services, obligations and duties provided for in this Contract, or in the event of termination of this Contract for any reason, the terms and conditions of this Indemnification shall survive indefinitely.

To the fullest extent permitted by law, the County's Consultant shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Consultant and persons employed or utilized by the consultant in the performance of this contract.

ARTICLE 9. INSURANCE.

9.1 Required Insurance. Contractor shall have and maintain in full force and effect the following minimum levels of insurance during the Term of this Contract and shall furnish to County Certificates of Insurance documenting that insurance coverage has been obtained which meets the following requirements:

- (a) *Workers' Compensation.* Contractor shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. This insurance policy must include Employer' Liability with a limit of \$100,000 each accident, \$100,000 each employee, and \$500,000 policy limit for disease.
- (b) *Commercial General Liability. Occurrence Form Required:* 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 Contract 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.

(c) *Commercial Auto Liability Insurance.* Contractor shall have and maintain commercial 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.

(d) *Professional Limited Liability Insurance:* The Contractor shall have and maintain professional liability insurance including errors and omissions with a limit not less than \$2,000,000 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 three (3) years following the termination of the contract entered into in connection with this contract.

9.2 **Additional Requirements.**

(a) Certificates of Insurance 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 County before commencement of any work activities. The formal insurance certificates shall name "Highlands County, a political subdivision of the State of Florida and its elected officials, agents, employees and volunteers as "Additional Insureds" on all policies except Workers' Compensation.

(b) Contractor shall deliver written notice to the County Purchasing Manager, 600 South Commerce Avenue, Sebring, FL 33870, by overnight delivery return receipt requested, hand delivery thirty (30) days prior to giving or within three (3) days after receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.

(c) In event the insurance coverage expires prior to termination of this Contract a renewal certificate shall be issued thirty (30) days prior to said expiration date.

(d) All insurance policies shall be written on forms acceptable to County and placed with insurance carriers authorized by the Insurance Department in the State of Florida that meet an A.M. Best financial strength rating of no less than "A-Excellent: (FSC) VII".

(e) All insurance 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.

(f) In the event that expired or terminated Certificates of Insurance are not replaced or renewed to cover the Term of this Contract, including any extended Term, County may suspend the Contract until the new or renewed certificates are received by County in the manner prescribed herein. If such suspension exceeds ten (10) calendar days, County may, in its sole discretion, terminate the Contract for cause and Contractor shall be responsible for all direct and indirect costs associated with such termination.

- 9.3 These insurance requirements constitute the minimum requirements and shall in no way lessen or limit the liability of the Contractor.

ARTICLE 10. PATENT/COPYRIGHT INDEMNIFICATION. Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, software, product or device which is the subject of patent rights and copyrights. Contractor agrees, at its own expense, to hold harmless and to defend County and its officers, employees, elected officials, appointed officials, attorneys, and agents against any claims, suits, or proceedings brought against County for patent infringement occasioned by the manufacture, sale, or use of invention, design, process, materials, equipment, software, product or device under this Contract and to indemnify County against any damages occasioned by such claims whether justified or unjustified.

ARTICLE 11. LAWS AND REGULATIONS. Contractor shall comply with all laws and regulations applicable to providing the services, materials, and equipment specified in this Contract. Contractor shall comply with all federal, state, and local laws that may affect the services, material, and equipment specified by this Contract.

ARTICLE 12. LICENSES, CERTIFICATIONS, PERMITS AND FEES. Contractor shall hold all licenses and certifications and comply with all laws, ordinances, and regulations, applicable to the work required herein. Any of the Contractor's personnel who perform services shall be lawfully licensed and certified. Damages, penalties, and fines imposed on County or Contractor resulting from Contractor's failure to obtain and maintain required licenses and certifications shall be borne by Contractor. All fees, permits, certifications and licenses are the responsibility of the Contractor and are included in the Contract price.

ARTICLE 13. LIMITED THIRD PARTY BENEFICIARIES. County shall not be obligated or liable to any person, organization or entity other than Contractor. Except provided in Article 24 of this Contract, no provision in this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employee of County or Contractor.

ARTICLE 14. TRUTH-IN-NEGOTIATION CERTIFICATE The signing of this Contract and any Consultant Services Authorization or Task Order Authorization by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract and that Consultant Services Authorization or Task Order Authorization are accurate, complete and current as of the date of this Contract and that Consultant Services Authorization or Task Order Authorization.

Those rates and costs shall be adjusted to exclude any significant sums if the COUNTY determines that the rates and costs were increased due to the inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY is entitled to exercise its rights under this "Certificate" within one year following final payment.

ARTICLE 15. GOVERNING LAW AND VENUE. This Contract and all matters relating to the validity, interpretation, and performance of this Contract (whether in contract, statute, tort or otherwise) shall be governed and construed in accordance with the laws of the State of Florida, except for principles of conflict of laws. Venue for any legal action shall lie in Highlands County, Florida, and any proceedings to enforce or interpret any provision of this Contract shall be brought exclusively in a court of competent jurisdiction in Highlands County, Florida.

ARTICLE 16. ASSIGNMENT. No assignment by a party hereto of any rights under or interests in this Contract will be binding on another party hereto without the written consent of the party sought to be

bound, and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Unless specifically stated to the contrary in any written consent of an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

ARTICLE 17. SUBCONTRACTING. For any specific project, the CONSULTANT reserves the right to select necessary subcontractors.

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination of the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Contract, and replacement of the subcontractor is necessary to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

ARTICLE 18. PROJECT MANAGER. The County designates the County's Project Manager as set forth in the CSA or TOA ("Project Manager"). The Project Manager shall be responsible for oversight, administration, and coordination of performance of this Contract for the County and is the County's primary contact person for Services performed pursuant to this Contract. The Consultant's primary contact person for Services performed pursuant to this Contract shall be: email: _____. Consultant shall provide County with immediate notice if the Consultant replaces the Consultant's primary contact person.

ARTICLE 19. NOTICES AND DESIGNATED CONTACT PERSON. Any notice required or permitted by this Contract to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first class registered or certified mail, return receipt requested, postage prepaid or by Federal Express, UPS or other nationally recognized delivery service, with confirmation of delivery requested, and addressed as follows:

To County: Highlands County Board of County Commissioners
Attn: County Administrator
600 South Commerce Ave.
Sebring, Florida 33870
cc: Purchasing Manager
with a copy to: Joy Carmichael
Highlands County Attorney's Office
600 South Commerce Ave
Sebring, Florida 33870

To Consultant:
Attn:

ARTICLE 20. TAXES. County is a non-profit governmental operation and not subject to federal excise or state sales tax. The Consultant shall be responsible for payment of its own taxes.

ARTICLE 21. BANKRUPTCY. County reserves the right to terminate this Contract, if, during the term of the Contract, Consultant becomes involved as a debtor in any bankruptcy proceeding or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Consultant under federal bankruptcy law or any state insolvency law.

ARTICLE 22. SURVIVAL. The parties acknowledge that the respective obligations of Consultant and County under this Contract, which by their nature would continue beyond the termination, cancellation or expiration of this Contract, shall survive termination, cancellation or expiration of this Contract.

ARTICLE 23. WAIVER. No waiver by either Consultant or County with respect to any breach or default of or with respect to any provision or condition of this Contract shall be deemed to constitute a continuing waiver of any other breach or default of or with respect to the same or any other provision or condition of this Contract. No claim or right arising out of a breach of this Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

ARTICLE 24. THIRD-PARTY COMPLAINTS. Complaints against the Consultant in connection with the Consultant's performance of Services under this RFP shall be processed through the Highlands County Purchasing Department ("Purchasing Department"). It is the County's intention that complaints will be addressed within five business days from receipt. The County will provide Consultant with written notice of a received complaint. Consultant shall provide a written response to the complaint to the Purchasing Department Manager within forty-eight (48) hours or as otherwise provided in the County's notice. Consultant's written response shall provide details of corrective action that has been or will be taken with respect to the complaint. Consultant's failure to timely respond to the County's notice or Consultant's failure to properly resolve complaints within the time provided by the Purchasing Department Manager may result in cancellation of this Contract.

ARTICLE 25. DISPUTE RESOLUTION. The parties will use the following procedure to address any dispute arising under this Contract.

25.1 Negotiation.

(a) *Notice of claims or disputes.* All claims or disputes (hereinafter generally referred to as "contract claim(s)") by Consultant against the County relating to this Agreement, except bid protests, including, without limitation, breach of contract, mistake, misrepresentation, or other such claims or disputes shall be submitted in writing to the County's purchasing manager for initial informal review and determination.

(b) *Requested information.* During the initial review stage provided for in subsection (1) above, Consultant shall supply any additional information requested by the County's purchasing manager within the time period set forth in the request. Failure of Consultant to comply may result in resolution of the claim without consideration of any information which is untimely-filed pursuant to such request.

(c) *Authority of the purchasing manager to resolve formal contract claims.* The purchasing manager is authorized to resolve any claim arising out of the performance of this Agreement at any time during the contract claim process. Where otherwise required, such resolution shall be conditioned on the approval of the County Administrator or the Highlands County Board of County Commissioners.

(d) *Notice to Contractor of the purchasing manager's decision.* The written decision of the purchasing manager pertaining to Contractor's formal contract claim shall be sent to the Contractor by hand delivery or certified mail, return receipt requested, or by such other means as agreed by the parties, at the notice address listed on the contract claim.

(e) *Adverse decision.* If an adverse decision on the Contractor's formal contract claim has been rendered by the County's purchasing manager, the notice of decision shall inform the Contractor of the right to request mediation.

(f) *Finality of purchasing manager's decision.* The purchasing manager's decision shall be final and conclusive unless, within ten (10) calendar days from the date of receipt of the decision, Contractor files a written request for mediation.

25.2 **Mediation.** The parties agree that they will voluntarily and in good faith participate in mediation of any controversies between them prior to and as a prerequisite of a party filing a legal proceeding unless such legal proceeding must be filed in order to avoid a contractual or statutory deadline; but in such event, the legal proceeding shall be abated until the required mediation is concluded. In the event of a controversy, the parties agree to schedule mediation to occur within forty-five (45) days of a party forwarding written notice to the other party of a controversy. The parties shall mutually agree to the selection of a mediator from the list of mediators who are authorized to mediate civil cases through the Tenth Judicial Circuit in and for Highlands County, Florida. Each party will bear its own costs of mediation, but the parties will equally share the cost of the mediator.

25.3 **Litigation, Venue, and Jurisdiction.** If a contract claim remains unresolved for sixty (60) days after receipt of the Notice of Mediation, the County may terminate this Contract in accordance with Article 26.1 or either party may then submit the contract claim to a court of competent jurisdiction in in Highlands County, State of Florida. Each party irrevocably agrees to submit to the exclusive jurisdiction of the court over any claim or matter arising under or in connection with this Contract. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Contract shall lie exclusively in a state court of appropriate jurisdiction in Highlands County, Florida. The use of these dispute resolution procedures shall not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either party.

ARTICLE 26. FAILURE TO PERFORM. Consultant shall be prepared to start providing Services within fourteen days (14) days after execution of a CSA or TOA by Consultant and County. Failure to complete the work as scheduled may result in written notice to the Consultant terminating its right to proceed as to the whole or any part of this Contract. Should the Consultant be unable to supply Services within a reasonable time or refuse to supply Services, the County may use the services provided by another contractor.

ARTICLE 27. TERMINATION.

27.1 **County May Terminate For Convenience.** Upon seven days written notice to Consultant, County may, without cause and without prejudice to any other right or remedy of County, terminate the Contract. In such case, Consultant shall be paid for completed Services rendered by Contractor in accordance with the Contract prior to the effective date of termination where such Services are completed to the satisfaction and approval by the County. Consultant shall not be paid for loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

27.2 Except as specified above, this Contract may only be terminated by either party for cause based upon a breach of this Contract. In the event of termination, the County

shall only be responsible for payment to Consultant based upon Services satisfactorily completed up to the date of termination.

ARTICLE 28. CONFLICT OF INTEREST. The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, consistent with the intent and declaration of policy stated in Section 112.311, Florida Statutes. The CONSULTANT further represents that no person having any interest shall be employed for said performance.

The CONSULTANT shall promptly notify the COUNTY in writing of potential conflicts of interest for any prospective business associations, interest or other circumstances which may influence or appear to influence the CONSULTANT's judgment or quality of services being provided under a specific Consultant Services Agreement. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within 30 days of receipt of notification from the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification, and it shall be deemed not to be a conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

ARTICLE 29. EQUAL OPPORTUNITY EMPLOYER. County is an Equal Employment Opportunity (EEO) employer. Work performed under this contract requires the Consultant to comply with EEO regulations with regards to race, color, religion, gender, national origin, marital status, age, disability, genetic information and sexual orientation. In addition, Consultant or anyone under its employ shall comply with all applicable rules, regulations, and promulgations thereby pertaining to the avoidance or appearance of sexual harassment or on the job discrimination. Consultant shall maintain a work environment free of discrimination or unwelcome action of a personal nature. Any subcontracts entered into shall require EEO compliance. When applicable, Contractor shall comply with all new state and federal EEO regulations.

ARTICLE 30. INVALID OR UNENFORCEABLE PROVISION. Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon County and Consultant, who agree that this Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 31. PUBLIC ENTITY CRIMES STATEMENT. Consultant represents that it has full knowledge of the requirements contained in Section 287.133, Florida Statutes, and any applicable federal laws or regulations relating to public entity crimes and that by executing this Contract, assures to County that neither Consultant nor agents, officers or employees of Consultant is on the convicted vendor list and that it is otherwise in compliance with Section 287.133, Florida Statutes, and any applicable federal laws or regulations.

ARTICLE 32. MISCELLANEOUS PROVISIONS.

- 32.1 Upon the occurrence of any event of default or breach by Consultant, all obligations on the part of County to make any further payments of funds pursuant to this Contract shall, if County so elects, terminate, but County may make any payments or parts of payments after the happening of any event of default or breach without thereby waiving the right to exercise any remedy which it may have and without becoming liable to make any further payment.

- 32.2 If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
- 32.3 Consultant certifies by signing this Contract that no Commissioner or employee of the County has solicited or accepted gratuities, favors or anything of monetary value from Consultant or parties to subcontracts. Consultant and Consultant's agents and, officers or employees shall not pay any gratuities, favors or anything of monetary value to any Commissioner or employee of the County.
- 32.4 Consultant shall cooperate fully with County in the scheduling and coordination of all phases of the Services.
- 32.5 Consultant shall report the status of performance of the Services to County upon request and hold pertinent data, calculations, and records pertaining to this Contract and performance of the Services open to the inspection of County and its authorized agents at any time.

ARTICLE 33. EMPLOYMENT ELIGIBILITY VERIFICATION.

33.1 Definitions. As used in this Article.

- a) *Employee assigned to this Contract* means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under this Contract. An employee is not considered to be directly performing work under this Contract if the employee 1) Normally performs support work, such as indirect or overhead functions; and 2) Does not perform any substantial duties applicable to the Contract.
- b) *Subcontract/Subconsultant* means any contract entered into by a subcontractor/subconsultant to furnish supplies or services for performance of this Contract or a subcontract under this Contract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.
- c) *Subcontractor* means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for Contractor or another subcontractor.
- d) *United States*, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

33.2 Enrollment and verification requirements.

- a) Contractor must be enrolled in E-Verify at time of contract award, and the Contractor shall use E-Verify to initiate verification of employment eligibility of all new employees.
 - 1) *Enrolled thirty (30) calendar days or more.* Contractor shall initiate verification of employment eligibility of all new hires of the Contractor, who are working in

the State of Florida, whether or not assigned to this Contract, within three (3) business days after the date of hire; or

2) *Enrolled less than thirty (30) calendar days.* Within thirty (30) calendar days after enrollment in E-Verify, Contractor shall initiate verification of employment eligibility of all new hires of Contractor who are working in the State of Florida, whether or not assigned to this Contract, within three (3) business days after the date of hire; or

- b) *Employees assigned to this Contract.* For each employee assigned to this Contract, Contractor shall initiate verification of employment eligibility, to the extent allowed by the E-Verify program, within thirty (30) calendar days after date of contract award or within thirty (30) days after assignment to this Contract, whichever date is later.
- c) Contractor shall comply, for the period of performance of this Contract, with the requirements of the E-Verify program MOU. Termination of Contractor's MOU and denial access to the E-Verify system by the Department of Homeland Security or the Social Security Administration or the U.S. Citizenship and Immigration Service is an event of default under this Contract.

33.3 **Website.** Information on registration for and use of the E-Verify program can be obtained via the Internet at the U.S. Citizenship and Immigration Service's Web site: <http://www.uscis.gov>.

33.4 **Individuals previously verified.** Contractor is not required by this Article to perform additional employment verification using E-Verify for any employee whose employment eligibility was previously verified by Contractor through the E-Verify program.

33.5 **Subcontracts.** Contractor shall include, and shall require the inclusion of, the requirements of this Article, including this paragraph (33.5) (appropriately modified for identification of the parties), in each subcontract that includes work performed in the United States under this Contract.

ARTICLE 34. COUNTY'S RESPONSIBILITIES. Provided such information is reasonably required by the CONSULTANT to perform its services under this Contract, the COUNTY shall:

1. Provide full information regarding requirements for the projects and tasks, including a program which shall set forth the COUNTY's objectives, schedule, constraints, and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements.
2. Designate a representative authorized to act on the COUNTY's behalf with respect to the projects or tasks. The COUNTY or that authorized representative shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT in order to avoid unreasonable delay in the orderly and sequential progress of the CONSULTANT's services.
3. Furnish surveys describing available information on utility locations, written legal descriptions of the sites, easements, encroachments, zoning, deed restrictions, and other available information to assist the CONSULTANT in developing proper scopes of service and fulfilling project or task objectives.

4. Assist in gaining access to and make all provisions for access required for the CONSULTANT to enter upon public and private property as required for the CONSULTANT to perform services under this Contract.
5. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the CONSULTANT and render decisions and comments regarding them within a reasonable time so as not to delay the services of the CONSULTANT.
6. Bear all costs incidental to compliance with the requirements of this Article.

ARTICLE 35. PUBLIC RECORDS COMPLIANCE. If by providing services to County pursuant to this Contract Contractor is a contractor, as defined by Section 119.0701, Florida Statutes, Contractor shall:

- 35.1 Keep and maintain public records required by the County to perform the services.
- 35.2 Upon request of 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 the cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 35.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Contract and following competition of this Contract if Contractor does not transfer the records to the County.
- 35.4 Upon competition of this Contract, transfer to the County, at no cost, all public records in possession of Contractor or keep and maintain public records required by the County to perform the services. If Contractor transfers all public records to the County upon competition of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

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:

Gloria Rybinski, County Public Information Officer

Telephone Number: 863-402-6836, E-mail Address: records@hcbcc.org

Mailing Address: 600 South Commerce Avenue, Sebring, FL 33870

ARTICLE 36. AMENDMENTS AND MODIFICATION. No amendments or modifications of this Contract shall be valid unless in writing and signed by each of the parties.

The COUNTY reserves the right to make changes in the scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY's notification of a contemplated change, the CONSULTANT shall, if requested by COUNTY: (1) provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated

change in the completion date, and (3) advise the COUNTY in writing if the contemplated change shall effect the CONSULTANT's ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on the portion of the work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall issue a Contract Amendment or Change Order and the CONSULTANT shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties

ARTICLE 37. CONTINGENT FEES. The CONSULTANT represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or entity, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage or gift or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 38. COMPLIANCE WITH DAVIS-BACON ACT, OTHER FEDERAL, STATE, AND LOCAL LAWS, REGULATIONS, ORDINANCES OR EXECUTIVE ORDERS REQUIREMENTS. The CONSULTANT hereby agrees, where required on Federal Grant assisted projects, to comply with applicable portions of the Davis-Bacon and related acts which regulate employee wages and benefits. The CONSULTANT further acknowledges the possible necessity for amending this Contract in order to comply with Federal guidelines applicable to Grant Assisted projects which may be undertaken by the COUNTY.

The CONSULTANT shall comply with federal, state, and local laws, ordinances, regulations, and executive orders applicable to or affecting the services performed by or for CONSULTANT pursuant to this Contract.

The CONSULTANT hereby agrees to include and comply with all additional provisions that are required by federal, state or local laws, regulations, ordinances or executive orders for the work to be performed, the project for which the work is to be performed or the funding for the work to be performed or the funding for the project for which the work is to be performed.

Damages, penalties, and fines imposed on CONSULTANT or COUNTY resulting from CONSULTANT's failure to obtain and maintain required licenses and certifications or comply with federal, state, and local laws, ordinances, regulations, and executive orders shall be borne by CONSULTANT.

ARTICLE 39. AUTHORITY TO PRACTICE. The CONSULTANT hereby represents that it has and agrees that it will continue to maintain all licenses and approvals required to conduct its business, that it will at all times conduct its business activities in a reputable manner, and that it will maintain for duration of this Contract a current certificate of registration required under Florida Statutes

ARTICLE 40. CONSTRUCTION COST AND ESTIMATES. The Construction Cost shall be the total cost or estimated cost to the COUNTY of all elements of the project(s) designed or specified by the CONSULTANT including costs of additives or deductive work items regardless of whether they are awarded for construction. It shall include the cost at current market rates of labor and materials furnished by the COUNTY and equipment designed, specified, selected or specially provided for by the CONSULTANT, including a reasonable allowance of the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the work during construction.

Evaluations of the COUNTY's individual project budget(s) preliminary estimates of Construction Cost, and detailed estimates of Construction Cost, if any, prepared by the CONSULTANT, represent the CONSULTANT's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the CONSULTANT nor the COUNTY has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the CONSULTANT cannot and does not warrant or represent that bids or negotiated prices will not vary from the COUNTY's project or task budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the CONSULTANT.

No fixed limit of Construction Cost shall be established as a condition of this Contract by the furnishing, proposal or establishment of a project(s) budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto.

If the Bidding or Negotiation Phase has not commenced within 90 days after the CONSULTANT submits the Construction Documents to the COUNTY, any project or task budget(s) or fixed limit(s) of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the COUNTY and the date on which proposals are sought.

If a fixed limit of Construction Cost is exceeded by the lowest bona fide bid or negotiated proposal, the COUNTY shall:

1. give written approval of an increase in such fixed limit;
2. authorize rebidding or renegotiating of the project(s) within a reasonable time;
3. abandon the project(s); or
4. cooperate in revising the project(s) scope and/or quality as required to reduce the Construction Cost.

If the COUNTY chooses to proceed by revising the project(s) scope and/or quality, the CONSULTANT shall, at actual cost but without profit, modify the contract documents as necessary to comply with the fixed limit, if established as a condition of this Contract. The modification of contract documents shall be the limit of the CONSULTANT's responsibility arising out of the establishment of a fixed limit. The CONSULTANT shall be entitled to compensation in accordance with this Contract for all services performed whether or not the actual construction is commenced.

ARTICLE 41. SUCCESSORS AND ASSIGNS. The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Neither the COUNTY nor the CONSULTANT shall assign, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONSULTANT.

ARTICLE 42. REMEDIES. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Highlands County, Florida, and the Contract will be interpreted according to the laws of the State of Florida, without giving effect to principles of conflict of laws. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, by rule, regulation, ordinance, or by statute or otherwise existing presently or during the administration of this Contract. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 43. EXCUSABLE DELAYS. The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the CONSULTANT's control and without its fault or negligence. Such causes may include, but are not limited to: acts of God, the COUNTY's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. The CONSULTANT shall be responsible for the timely completion of subcontractors' work.

Upon the CONSULTANT's request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT's failure to perform was due to causes reasonably beyond the CONSULTANT's control and without its fault or negligence, the Contract Schedule and/or other affected provisions of this Contract shall be revised accordingly, subject to the COUNTY's rights to change, terminate or stop any or all of the work at any time.

ARTICLE 44. ARREARS. The CONSULTANT shall not pledge the COUNTY's credit or make the COUNTY a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The CONSULTANT further represents and agrees that it does not have and will not incur any obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 45. DISCLOSURE AND OWNERSHIP OF DOCUMENTS. The CONSULTANT shall deliver to the COUNTY, if requested, reproducibles and computer files of all final documents and materials prepared by and for the COUNTY under this Contract, including, but not limited to, Consultant Services Authorizations, Task Order Authorizations, Project Specifications, and Record Drawings.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the COUNTY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent unless required by a lawful order, notwithstanding that the CONSULTANT will be permitted to disclose such information to the affected building trades. All drawings, maps, sketches, plans, and other data developed or purchased under this Contract or at the COUNTY's expense shall be and remain its property and may be reproduced and reused at the direction of the COUNTY.

Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with a project or tasks assigned the CONSULTANT shall not be construed as publication in derogation of any right therein reserved by the CONSULTANT.

If, however, the COUNTY uses for any other purpose the CONSULTANT's documents, drawings, and specifications, or reuses them without written verification or adaptation by the CONSULTANT for the specific purpose intended, it will be at the COUNTY's sole risk and without liability or legal exposure to the CONSULTANT or to the CONSULTANT's independent professional associates or consultants. Any such verification or adaptation will entitle the CONSULTANT to further compensation at rates to be agreed upon by the COUNTY and the CONSULTANT.

Unless otherwise provided in the Consultant Services Authorization or Task Order Authorization, the CONSULTANT shall have the right to include representations of the design of the project(s) including photographs of the exterior and interior, among the CONSULTANT's promotional and professional material. The CONSULTANT's materials shall not include the COUNTY's confidential or proprietary information if the COUNTY advises the CONSULTANT of the specific information considered to be confidential or proprietary.

ARTICLE 46. INDEPENDENT CONTRACTOR RELATIONSHIP. The CONSULTANT is, and shall be, in the performance of all work, services, and activities under this Contract an independent contractor, and not an employee, agent or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT's

sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT's relationship and the relationship of its employees to the COUNTY shall be that of an independent contractor and not as employees or agents of the COUNTY.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than as specifically provided for in this Contract or amendment thereto.

ARTICLE 47. CONTINGENT FEES. The CONSULTANT represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or entity, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage or gift or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 48. ACCESS AND AUDITS. The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in performing work pursuant to this Contract for at least five (5) years after completion of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the COUNTY's cost, upon five (5) days written notice.

ARTICLE 49. NONDISCRIMINATION. The CONSULTANT represents, to the best of its knowledge, that all of its employees are treated equally during employment without regard to race, color, religion, sex, age, national origin, handicap, or marital status.

The CONSULTANT and all subcontractors shall not discriminate on the basis of race, color, religion, sex, age, national origin, handicap or marital status in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other remedies that the COUNTY deems appropriate

ARTICLE 50. ACCESS AND AUDITS. The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in performing work pursuant to this Contract for at least five (5) years after completion of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the COUNTY's cost, upon five (5) days written notice.

ARTICLE 51. NONDISCRIMINATION. The CONSULTANT represents, to the best of its knowledge, that all of its employees are treated equally during employment without regard to race, color, religion, sex, age, national origin, handicap, or marital status.

The CONSULTANT and all subcontractors shall not discriminate on the basis of race, color, religion, sex, age, national origin, handicap or marital status in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other remedies that the COUNTY deems appropriate

ARTICLE 52. SURVIVAL. All covenants, agreements, and representations made herein or in any amendment hereto, which by their nature would continue beyond termination of this Contract, shall survive the termination of this Contract.

ARTICLE 53. ENTIRETY OF CONTRACTUAL AGREEMENT. The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 54. SEVERABILITY. If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

(remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals effective the day and year above set forth.

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

By: _____
Name: James L. Brooks
Title: Chairman
Date: _____

ATTEST:

By: _____
Name: Robert W. Germaine
Title: Clerk of Courts
Date: _____

By: _____
Name: _____
Title: President
Date: _____

ATTEST:

By: _____
Name: _____
Title: _____
Secretary/Treasurer
Date: _____

EXHIBIT A
METHOD OF PAYMENT FOR SERVICES
AND EXPENSES OF CONSULTANT
FOR
CONTRACT FOR CONTINUING SERVICES
BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA
AND

The COUNTY and the CONSULTANT agree that differing methods of compensation are appropriate depending on the types of work which will be undertaken pursuant to this Contract. The guidelines below provide a preliminary basis for selecting the method of payment as shall be agreed on a case by case basis by the COUNTY and the CONSULTANT. Other mutually agreeable methods for determining compensation may be used as required.

- A. **FIXED FEE.** This constitutes a negotiated total cost for the services in individual scopes of work. Monthly invoices shall be based on CONSULTANT's estimate of proportion of Contract tasks completed. The Consultant's costs are all inclusive of the costs associated with the positions identified.

- B. **SPECIAL CONSULTANTS.** For services and reimbursable expenses of special subconsultants employed by the CONSULTANT, when these services are not part of a fixed fee an established additional fixed fee is allowed but no greater than .10% of the special subconsultant fees billed. .

DEFINITIONS FOR APPENDIX A:

Construction Cost: The Construction Cost of an individual project shall be as defined in Article 31 of this Contract. Should alternate designs be requested by the COUNTY and prepared by the CONSULTANT, the manner of compensation shall be agreed upon prior to the CONSULTANT beginning its design work. When Construction Cost is used as a basis for payment, it will be based on one of the following sources with precedence in the order listed:

For completed construction: The total cost of all work performed as designed or specified by the CONSULTANT.

For all or any of work not constructed: The lowest bona fide bid received from a qualified bidder for such work, or if the work is not bid, the lowest bona fide negotiated proposal for such work. The costs of additive or deductive work items are considered to be part of the cumulative construction costs, regardless of whether they are awarded for construction. Compensation shall be reduced by 25% to reflect the value of services which were to have been provided during the construction phase.

For work for which no such bid or proposal is received: The CONSULTANT's most recent opinion of probable project cost. Compensation shall be reduced by 25% to reflect the value of services which were to have been provided during the construction phase.

Salary Costs: The salary costs used as a basis for payment means the salaries and wages paid to all personnel engaged directly on any project, including, but not limited to, engineers, surveyors, designers, draftsmen, specifications writers, estimators, other technical personnel, stenographers, typists and clerks, and includes the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto.

The CONSULTANT agrees that salary ranges charged to the COUNTY pursuant to this Contract shall be within the Schedule attached hereto as Appendix "B". If authorized by the COUNTY, overtime work requiring higher than regular rates shall be allowed. The CONSULTANT agrees not to bill beyond the range established for the job function being accomplished.

-END APPENDIX A-

G:\Professional Services Committee\RFP 15-013 - Prof Services Continuing Contracts\Contracts - Consultants\Firms\HDR Architecture, Inc\Contracts\Continuing Contract Appendix A 093014.docx

EXHIBIT B
FEE SCHEDULE
FOR
CONTRACT FOR CONTINUING SERVICES
BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA
AND

DATED _____, 20__

Classification/Grade Level	Function	Hourly Rate

A table as the one above shall be attached as Appendix B to all Continuing Contracts executed under this RFP.

EXHIBIT C
Local Agency Program (LAP) Federal-Aid Terms Form 375-040-84

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

The following terms apply to all contracts in which it is indicated that the services involve the expenditure of federal funds:

- A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of the Agency upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Agency at any time during the performance of such services and/or completion or termination of this Agreement. Upon delivery to the Agency of said document(s), the Agency will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this agreement. The Agency will have the right to visit the site for inspection of the work and the products of the Consultant at any time.
- C. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- D. The consultant shall provide access by the Florida Department of Transportation (recipient), the Agency (subrecipient), the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- E. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- F. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- G. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- H. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to

furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

- I. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
 - 1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
 - 2. cancellation, termination or suspension of the contract, in whole or in part.
- J. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through K in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.
- K. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- L. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- M. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include

municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.

N. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.

1. The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.

O. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

P. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.

Q. The Local Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Local Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

R. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the Local Agency, the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

S. The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

EXHIBIT D.

Federal Contract Provisions (term "Contractor" is used to also reference the "Consultant")

A. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

During the performance of the contract, CONTRACTOR (CONSULTANT) shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

1. *CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.*

2. *CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.*

3. *CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.*

4. *CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.*

5. *CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.*

6. *In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.*

7. *CONTRACTOR will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraph 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may*

direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

B. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (2 CFR §200.326 Appendix II to Part 200 (F))

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

C. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (2 CFR §200.326 Appendix II to Part 200 (G))

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

D. DEBARMENT AND SUSPENSION (2 CFR §200.326 Appendix II to Part 200 (H))

A contract cannot be awarded to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Vendor/CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Vendor/CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

E. PROCUREMENT OF RECOVERED MATERIALS (2 CFR §200.322)

CONTRACTOR must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

F. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this Contract, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses,

and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce. Their websites and contact information can be found at www.SBA.gov and www.MBDA.gov.

G. ENERGY EFFICIENCY AND CONSERVATION

CONTRACTOR shall comply with the mandatory standards and policies of the Florida Energy Efficiency and Conservation Act issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

H. BYRD ANTI-LOBBYING AMENDMENT (2 CFR §200.326 Appendix II to Part 200 (I))

Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, Vendor must complete and submit the **Certification Regarding Lobbying Form** within three business days of COUNTY's request.