



REQUEST FOR QUALIFICATIONS

RFQ # 20-045

**Professional Engineering Services for the Design, Post
Design, Permitting, and Bidding Assistance for the
Barge Canal Boat Ramp Project**

**Pursuant to the Restore Act Spill Impact Component and
Florida State Expenditure Plan (FSEP) (Project No. 13-2)**

**Gulf Ecosystem Restoration Council
Federal Award Identification Number GNTSP20FL0107**

Pass through Entity – The Gulf Consortium

**Request for Qualification Submittal Due Date:
August 18, 2020 @ 2:00 PM**

**Advertised
July 12, 2020
Citrus County Chronicle**

**CITRUS COUNTY, FLORIDA
A Political subdivision of the State of Florida
Department of Management & Budget
3600 W. Sovereign Path, Suite 266
Lecanto, FL 34461**

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DEFINITIONS

"Addenda" means written or graphic instruments issued by County prior to the execution of the Agreement which modifies or interprets the Request for Qualifications by additions, deletions, clarifications, or corrections. Addenda will become part of the Contract Documents.

"Agreement" means a legal document, executed by County and Successful Respondent, which supersedes all prior negotiations, representations, or agreements, either written or oral. The Agreement, as amended from time to time, forms the Contract between County and Successful Respondent setting forth the roles, responsibilities and obligations of the parties including, but not limited to, the performance of the Services and the basis of payment.

"Consortium" or **"Gulf Consortium"** means the Gulf Consortium, created under the Florida Interlocal Cooperation Act (Part 1 of Chapter 163, Florida Statutes) and the Interlocal Agreement entered into by its members on September 12, 2012 to manage and administer the RESTORE Act funds allocated to the State of Florida by the Gulf Ecosystem Restoration Council, consistent with the RESTORE Act.

"Consultant" means Successful Respondent, in the context of the Request for Qualifications. In the context of the Contract Documents, Consultant means any company, firm, partnership, corporation, association, joint venture, or other legal entity permitted by law to perform the Services in the State of Florida. Such legal entity shall be the entity that enters into a written Agreement with County to perform the Services for the Project described in the Contract Documents. Consultant will have sole responsibility for the performance of the Services covered under an Agreement that is awarded in conjunction with this Request for Qualifications.

"Contract Documents" means the Request for Qualifications, Addenda to such, the Agreement, Amendments to such, Respondent's Statement of Qualifications, Scope of Services, Certificate(s) of Insurance, Notice of Intent to Award, Notice of Award, Notice to Proceed, Respondent's Representation and Certification Form, and any other documents mailed or otherwise transmitted to or from the Respondent prior to or after the submittal of the Respondent's Proposal to the Request for Qualifications (including documentation mailed or otherwise transmitted by or to the Respondent prior to or after the Notice of Award), and any other documents that may be issued from time to time, which are all to be treated as one instrument whether or not set forth at length in the Agreement or referenced in such.

"County" means Citrus County, Florida, a political subdivision of the State of Florida, its officers, employee and agents.

"County Construction Project Manager" means a County employee assigned to manage the Construction Engineering and Inspection Contract and represent County during the performance of the services covered under the Agreement and Work Authorization.

"Deliverables" means all data, reports, compliance documents, correspondence, construction documents, and all other materials produced and developed by Consultant pursuant to this Agreement.

"Funding Agency" means any State or Federal Agency that provides funding to the County for any Project.

"Gulf Ecosystem Restoration Council" or **"Council"** means the Federal Agency created by the RESTORE Act having oversight responsibility for 60% of the Gulf Coast Restoration Trust Fund, including the 30% comprising the RESTORE ACT 9 Pot 3) Funds.

"Individual Scorers" means County employees assigned to review and score the Proposals and Oral Presentations and make an award recommendation to the Board.

"Governmental Entity" means a political subdivision or agency of this state or of any state of the United States, including, but not limited to, state government, county, municipality, school district, nonprofit public university or college, single purpose or multipurpose special district, single-purpose special or multipurpose authority, metropolitan or consolidated government, separate legal entity or administrative entity, or any agency of the Federal Government.

"Minor Irregularity" means a variation from the requirements of the Request for Qualifications which does not give any Respondent an advantage or benefit not enjoyed by the other Respondents or does not adversely impact the interests of County.

"Notice of Award" means a written notice submitted by County advising Successful Respondent that they have been awarded the project.

"Notice of Intent to Award" means a written notice submitted by County to Successful Respondent advising them of County's intent to make an award to Successful Respondent to perform the Services covered under this Request for Qualifications.

"Notice to Proceed" means a written notice issued to Successful Respondent by County fixing the date on which the Services are to commence and when they are to be completed.

"Pre-Proposal Conference" means a public meeting at which companies, who are interested in Responding to the Request for Qualifications, gather to obtain additional information concerning the scope of services required under the Request for Qualifications.

"Project" means the project identified in a Agreement/Work Authorization.

"Proposal" means a written statement of qualifications submitted by a Respondent in Proposal to the Request for Qualifications.

"Public Opening" means a public meeting where County opens the Proposals to the Request for Qualifications and announces the names of the Respondents who submitted a Proposal to the Request for Qualifications.

"Respondent" means the entity that submits a Proposal to the Request for Qualifications.

"Responsive Respondent" means a Respondent that submits a Proposal that conforms in all material respects to the requirements of the Request for Qualifications.

"Responsible Respondent" means an entity that submits a Proposal that shows that they have the capability in all respects to perform fully the Services outlined in the Request for Qualification, and the integrity and reliability that will assure good faith performance.

"RESTORE ACT" means Public Law 112-141 (July 6, 2012), codified at 33 U.S.C. 1321(t), as may be subsequently amended, and all implementing regulations.

"RESTORE ACT (Pot 3) Funds" refers to the 30% of the Gulf Coast Restoration Trust Fund, established by the RESTORE Act, to fund economic and environmental recovery of the Gulf Coast region impacted by the Deepwater Horizon Oil Spill. Pot 3 funds are managed separately by each of the Gulf Coast states. The Gulf Consortium is Florida's designated agency to administer Pot 3 funds.

"Request for Qualifications" means the contents of this solicitation and all supporting documents including Addenda, or other information transmitted to potential Respondents.

"Services" means the labor of the Respondent, its sub-consultants and sub-contractors, and incidental expenses that are required by the Respondent to execute and complete the scope of services as outlined in the Request for Qualifications, including those prescribed or implied.

"Sub-consultant" and **"Sub-contractor"** means an entity having a direct contract with Consultant to perform a part of the Services that Consultant is performing, as outlined in the Contract Documents, under the sole control and direction of Consultant.

"Successful Respondent" means the Respondent (Lead Consultant) who has been determined to be the most qualified by receiving the highest final evaluation score for whom County selects to negotiate fair, competitive and reasonable compensation and makes an award.

"Timeline" means the list of critical dates and actions involved in the Request for Qualifications process.

"Work Authorization" means a written document that specifically describes the Project services to be provided by Consultant, a schedule or timeline for completion of such services, the not to exceed amount for such services and any other terms and conditions required by County for such services, and any amendments to such Work Authorizations.

"Work" shall mean all the work to construct a Project that is required to be performed by a Consultant pursuant to a construction agreement between the County and Consultant.

INSTRUCTIONS

Solicitation Overview

Citrus County, Florida ("County") invites interested parties to submit their Qualifications to provide engineering services for the design, post design, permitting, and bidding assistance of a new public regional boat ramp on the North side of the Cross Florida Barge Canal in northern Citrus County. The purpose of this project is to provide safe, and high-volume deep-water boating access to the Gulf of Mexico for residents and visitors without incurring new environmental impacts. Project objectives include: (1) relieve boat traffic at existing public boat ramps facilities on the Homosassa and Crystal River and (2) to reduce potential boating impacts on the local West Indian manatee population.

The boat ramp is planned for the Cross Florida Barge Canal where it intersects N. Suncoast Blvd. in Crystal River, Citrus County Florida. Location near latitude/longitude: 29.014601, -82.668435. This is in Tampa Bay watershed. U.S. House Congressional District FL-11.

(NEW) VENDOR SYSTEM-VENDORLINK REGISTRATION

County has partnered with *VendorLink*, a web based e-Procurement service. Current bid solicitations and associated addenda, notices of recommended bid award, and current bid awards will be posted at www.myvendorlink.com.

Bid Notifications will be sent electronically via e-mail from www.myvendorlink.com to registered Respondents. It is the sole responsibility of interested parties to monitor VendorLink for solicitation opportunities and updates.

Visit <https://www.myvendorlink.com/common/register.aspx> to register. VendorLink is an online Respondent registration system that provides a free at no cost to Respondent, a secure, user-friendly Internet portal and one-stop service center to register with County. This system also allows you to receive automatic email notifications regarding County's upcoming competitive solicitations as opportunities become available. Registration assistance is available by e-mail support@evendorlink.com.

All Citrus County Vendors/Contractors/Consultants will need to register with VendorLink in order to be able to submit Bids/Proposals/Qualifications etc., to County.

VendorLink has no affiliation with the County other than as a service that facilitates communication between the County and its Respondent. VendorLink is an independent entity and is not an agent or representative of the County.

General Instructions

Respondents are encouraged to carefully review all the materials contained herein and prepare their Proposal accordingly. The detailed requirements set forth below will be used to evaluate the Proposals and failure of the Respondent to provide the information requested for a specific requirement may render their Proposal as non-responsive and result in being rejected. Failure of Respondent to comply with all terms of this Request for Qualifications may result in disqualification of Respondent and rejection of Respondent's proposal by County.

Respondents shall carefully study and compare the information and documents presented in this Request for Qualifications to insure there are no conflicts, shall examine the site and local conditions, if applicable, and shall at once report to the Contact Person any errors, inconsistencies or ambiguities discovered.

County shall not be liable for any costs incurred by a Respondent in preparing or producing its Proposal or for any Services performed before the Contract is effective.

All terms and conditions outlined in this Request for Qualifications, and any associated Addenda, shall become a part of the Agreement entered into between County and Successful Respondent.

Event Timeline

Respondents should review and become familiar with the Event Timeline. The dates and times of each activity within the Timeline may be subject to change. It is the responsibility of the Respondent to check for any changes. All changes to the Timeline will be made through an Addendum to this Request for Qualifications and posted on the VendorLink or DemandStar® website.

EVENT	EVENT DATE	TIME
Issue Request for Qualifications (In accordance with Section 287.055(3)(a)1, Florida Statute.	July 12, 2020	
Deadline for Questions	July 31, 2020	4:00 PM
Proposal Due Date (In accordance with Section 287.055(3)(a)1, Florida Statute.	August 18, 2020	2:00 PM
Public Opening of Proposals (In accordance with Section 287.055(3)(a)1, Florida Statute.	August 18, 2020	2:15 PM
Individual Scorer Reviews Proposals due (subject to change)	September 7, 2020	
Public Tally of Individual Scorers (subject to change) (In accordance with Section 287.055(3)(a)1, Florida Statute.	September 8, 2020	10:00am
Oral Presentations (if determined necessary and subject to change)	TBD	
Board Approval of Award (subject to change)	November-December 2020	

Contact Person

All inquiries pertaining to this Request for Qualifications are to be directed to:

Linda Morse
Purchasing & Contracts Manager
Department of Management & Budget
3600 W. Sovereign Path, Suite 266
Lecanto, FL 34461
Phone: 352-527-5413
Fax: 352-527-5424
Email: linda.morse@citrusbocc.com

Vicki Austin
Purchasing Assistant
Department of Management & Budget
3600 W. Sovereign Path, Suite 266
Lecanto, FL 34461
Phone: 352-527-5228
Fax: 352-527-5424
Email: vicki.austin@citrusbocc.com

CAUTION: In accordance with Section 287.057 (24), Florida Statutes, Respondents to this solicitation, or persons acting on their behalf, may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays and legal holidays, any employee or officer of County concerning any aspect of this solicitation, except in writing to the Contact Person noted above. Violation of this provision may be grounds for rejecting Proposal to this solicitation.

Questions/Additional Terms and Conditions/Variations/Exceptions

Respondents may submit questions about the meaning or intent of the Request for Qualifications to the website link (www.myvendorlink.com) **in written format only and shall submit such on or before the deadline for questions listed in the Event Timeline.** Interpretations or clarifications considered necessary in response to such questions will be issued by a written Addendum. **Only questions answered by formal written Addendum will be binding. Oral and other interpretations or**

clarifications will be without legal effect. Questions submitted shall not constitute formal protest of the specifications or of this Request for Qualifications.

A written addendum, if applicable, will be issued online to the VendorLink (www.myvendorlink.com) and/or DemandStar® websites in response to questions received as of the specified deadline in the Event Timeline.

Any and all discrepancies, errors, or ambiguities in the Request for Qualification documents, including those noted in the Agreement shall be in writing to www.myvendorlink.com on or before deadline for questions which is listed in the Event Timeline.

Submission of Proposals

(In accordance with Section 287.055(3)(a)1, Florida Statute, Electronic Proposal for Qualifications are to be submitted **on or before August 18, 2020, at 2:00 pm**. It is the sole responsibility of the Respondent to ensure that their qualification response is submitted through VendorLink no later than the time and date specified in the Solicitation or subsequent addenda.

Electronic Submissions Due to Covid-19, the County has modified its business practices for submittals.

The County will now receive proposal submittals through the online solicitation management portal, www.myvendorlink.com. You may enter information and upload completed forms/documents using the www.myvendorlink.com portal. Respondents must have registered and received an established account in advance of uploading submissions. When submitting an offer electronically through the solicitation posting portal, please allow sufficient time to complete the online forms and upload documents. The solicitation offer will end at the closing time listed in the Event Timeline included in this Solicitation. If you are in the middle of uploading your documents at the closing time, the system will stop the process and your offer will not be received by the system. It is recommended that the submission process be completed the day prior to the due date, with the knowledge that any changes/updates will be accepted up to the due date and time. If technical difficulties arise during submission of the Solicitation response, it is the submitting Respondent's responsibility to contact VendorLink, LLC technical support. For support, click on the "Help" link on the Solicitation Posting portal; or email [www.support@evendorlink.com](mailto:support@evendorlink.com).

NOTE: In the event, there is a verified technical issue with the Platform (and not user/Respondent issues) that prevents all Respondents from submitting a response within the two (2) hours immediately before the due time, the County may issue an addendum to extend the solicitation due date and time. However, the technical issue must be a result of the Platform provider (VendorLink, LLC) and affect all participating Respondents. The County shall verify the technical issue or unavailability of the Platform with VendorLink, LLC, and the system provider. Technical issues localized to a single Respondent will not be considered cause for an extension. County shall not be responsible for delays caused in any occurrence.

Submission Steps:

1. Submit Proposals/Bids electronically through VendorLink.
2. Upload files only in MS Word (.doc or .docx), Excel (.xls or .xlsx), and PowerPoint (.ppt or .pptx); Adobe Portable Document Format (.pdf); checkmark must be placed in the checkbox next to the file type to be uploaded prior to clicking the Add Document(s) button. The Respondent Files table must have at least one document uploaded with the File Type requested, otherwise the Platform will not allow the Respondent to change the status from whatever was submitted.
3. Enable printing on files submitted.
4. Clearly identify the Solicitation Number, Name, Submission Date, and Bidder Name on the Response Cover Page on Bidder's letterhead.
5. Separate and identify each part of the submission (i.e. document type, form type, content type) with a divider/separation page.
6. Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during proposal submission.

7. All required documents must be fully filled out and signed by an official who is authorized to legally bind the Bidder on all solicitation specifications.
8. Follow all instructions outlined in this Solicitation and provide all requested information.

Public Opening of Request for Qualifications ("RFQ")

(In accordance with Section 287.055(3)(a)1, Florida Statute) **Electronic Proposals shall be opened on August 18, 2020 at 2:15 PM via "Mitel Connect: phone conference call."**

****All public Meetings are subject to change or can be cancelled due to the current events. The public opening shall be via a recorded, online or call in number as listed below:**

How to Join

[Click here to join](#)

<http://Conference.citrusbocc.com/conference/916178224569>

Dial-in Info:	1 (352) 746-8480
Extension:	8480
Participant Code:	916-178-224-569
VoIP:	voip://1 (352) 7468480;916178224569#
iOS Devices:	1 (352) 746-8480,916178224569 and press #
Other Devices:	1 (352) 746-8480x916178224569#

Any person requiring reasonable accommodation at this meeting because of a disability or physical impairment should contact County Administrator's Office, 3600 W. Sovereign Path, Suite 267, Lecanto, FL 34461, (352) 527-5210, at least two days before the meeting. If you are hearing or speech impaired, dial 7-1-1, 1-800-955-8771 (TTY) or 1-800-955-8770 (v), via Florida Relay Service.

Public Tally

(In accordance with Section 287.055(3)(a)1, Florida Statute, Individual Scorers review of the Proposals will publicly be opened and read aloud on **September 8, 2020, at 10:00am** (subject to Change). Public opening shall be held via "Mitel Connect" phone conference call.

Public Tally shall be via a recorded, online or call in number as listed below: Please announce yourself.

How to Join

[Click here to join](#)

<http://Conference.citrusbocc.com/conference/552996312065>

Dial-in Info:	1 (352) 746-8480
Extension:	8480
Participant Code:	552-996-312-065

VoIP: voip://1 (352) 7468480;552996312065#
iOS Devices: 1 (352) 746-8480,552996312065 and press #
Other Devices: 1 (352) 746-8480x552996312065#

Timeliness of Proposal Submittal

County assumes no responsibility for a Proposal received after the due date and time. **There will be no exceptions to this policy.** It is the responsibility of Respondent to make sure their Proposal is uploaded by the due date and time listed in the Event Timeline to the www.myvendorlink.com website.

Acknowledgement of Addenda

Any Addenda issued in relation to this Request for Qualifications will be transmitted by way of posting such on the VendorLink and Demand Star® e-procurement sourcing website, which can be accessed at the following address:

<https://www.myvendorlink.com/common/searchsolicitations.aspx>

or

http://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=10180

It is the responsibility of each Respondent to verify that they have received all Addenda issued before submitting their Proposal. The Respondent shall acknowledge receipt of any and all Addenda on the Acknowledgement of Addenda Form or Bid Form. In the event any Respondent fails to acknowledge receipt of such Addenda, the Respondent's Proposal will be construed as though the Respondent has received such. All addenda issued will become a part of this Request for Qualifications and will bind the Respondent, whether or not received.

Responsiveness of the Proposals and Disqualification

A responsive Proposal is one that complies with and conforms to the requirements of this Request for Qualifications. Proposals requiring changes to any portion of this Request for Qualifications may be considered non-responsive. A Proposal that fails to comply with the criteria outlined in the Request for Qualifications may be deemed non-responsive.

A Proposal may be rejected if found to be conditional, irregular, incomplete or not in conformance with the requirements and instructions contained herein, such as, but not limited to: (1) failure to strictly comply with and satisfactorily address the prerequisite criteria, (2) failure to submit the information needed to evaluate the Proposals based on the Evaluation Criteria, (3) failure to provide the required forms or other documentation, (4) incomplete, indefinite or ambiguous language, and (5) improper and/or undated signatures.

Other conditions which shall cause rejection of a Proposal, include, but are not limited to: (1) an individual firm, partnership, corporation or combination thereof, under the same or different names submitting (as the Respondent) more than one Proposal, (2) evidence of collusion among Respondents, (3) obvious lack of experience or expertise to perform the Services, (4) failure to perform or meet financial obligations for previous contracts, (5) evidence that a Respondent has a financial interest in another firm who is submitting a Proposal, (6) falsification of any form required by the Request for Qualifications, or (7) not having a valid and appropriate local, state or federal permit, certification and/or license necessary to perform the Services

County may conduct such investigations as County deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of the Respondent and their proposed sub-consultants and sub-contractors. County reserves the right to seek clarifications or

request any information deemed necessary for proper evaluation of Proposals from all Respondents.

Proposal Evaluation and Award

County reserves the right to (1) cancel this Request for Qualifications, (2) reject any or all Proposals, (3) waive any or all irregularities in the Proposals, (4) modify the Scope of the Services, or (5) disregard all nonconforming, non-responsive, unbalanced or conditional Proposals, as long as such does not give Respondent an advantage or benefit not enjoyed by the other Respondents or does not adversely impact the interests of County. County reserves the right to re-advertise the Request for Qualifications, when it is in the best interest of County. County also reserves the right to reject the Proposal of any Respondent if County believes that it would not be in its best interest to make an award to that Respondent, whether because the Proposal is non-responsive or Respondent is unqualified or of doubtful financial ability or fails to meet any other pertinent standards or criteria established by County.

In scoring Proposals, County shall consider (1) the qualifications of Respondents, (2) whether or not the Proposals comply with the prescribed requirements, (3) such alternate and other data, as may be requested in the Request for Qualifications, (4) the qualifications and experience of the Respondent's proposed sub-consultants and sub-contractors, and (5) any additional terms and conditions, exceptions or variances stipulated by Respondent.

County may conduct investigations, seek clarifications or request any information as County deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of Respondent and their proposed sub-consultants and sub-contractors. Failure to provide requested information may result in rejection of the Response.

County shall issue a written Notice of Intent to Award, if any, to Successful Respondent, however, no contract shall be formed between Successful Respondent and County signs the Agreement.

Equal Employment Opportunity

Respondent shall not discriminate on the basis of race, color, sex, sexual orientation, gender identity, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title 49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other Federal and State discrimination statutes. Respondent shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed subconsultants as the State of Florida Department of Transportation, the Secretary of Labor, or County may require. The above shall be required of any subconsultant hired by Respondent. All Equal Employment Opportunity requirements shall be included in all non-exempt sub-contracts entered into by Respondent. Sub-contracts entered into by Respondent shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying subconsultant. Additionally, Respondent shall insert in its sub-contracts a clause requiring subconsultants to include these provisions in any lower tier sub-contracts that may in turn be made. Respondent shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state subconsultants is NOT allowed.

Disadvantaged Business Enterprises

Contract specific goals are not placed on Federal/State contracts; however, the FDOT DBE aspirational goal is 10.65% and is *race neutral*, meaning that FDOT believes the aspirational goal may be obtained through ordinary procurement methods. Despite the absence of a contract specific DBE goal on this contract, Citrus County encourages bidders to seek out and use DBEs and other small

businesses. For assistance in identifying certified DBEs, FDOT offers the use of its supportive services program accessed via *FDOT Equal Opportunity Office* at:

<http://www.fdot.gov/equalopportunity/serviceproviders.shtml>.

The County has committed to a Disadvantaged Business Enterprise (DBE) utilization goal of 10.65% for this project. Because of this, Bidders are to submit with their Bid the "Professional Services Commitment Form". See website below for one of the Agencies in Florida that maintain a DBE Database.

State of Florida

Office of Supplier Diversity

Florida Department of Management Services

4050 Esplanade Way, Suite 380

Tallahassee, Florida 32399-0950

Telephone: (850) 487-0915

Fax: (850) 414-6122

Web: https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd

Documentation Becomes the Property of County

All documentation submitted in response to this Request for Qualifications shall become the exclusive property of County. Documentation may not be removed by Respondent or their agents and will not be returned to the Respondent. All documents prepared are subject to reuse by County in accordance with the provisions of §287.055, Florida Statute.

Gulf Coast Ecosystem Restoration Council Financial Assistance Standard Terms and Conditions

(August 2015)

Respondents will comply with the provisions listed in the "Standard Terms and Conditions" found within the Restore the Gulf link listed below:

<https://www.restorethegulf.gov/resources/council-documents-foia-library>

Grants Office-Financial Assistance Standard Terms and Conditions

https://www.treasury.gov/services/restore-act/Documents/RESTORE%20ACT%20Standard%20Terms%20and%20Conditions_August_2017.pdf

2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements as adopted pursuant to 2 CFR § 5900.101

Respondents will comply with the provisions listed in the "2 CFR Part 200" found within the Restore the Gulf link listed below:

<https://www.restorethegulf.gov/resources/council-documents-foia-library>

Grants Office-Uniform Guidance (2 C.F.R. Part 200)

Gulf Consortium Subrecipient Policy and Grant Manual

Respondents will comply with the provisions listed in the Subrecipient Policy and Grant Manual found within the Gulf Consortium link listed below:

<https://www.gulfconsortium.org/policies-and-procedures>

Gulf Consortium, State of Florida State Expenditure Plan (FSEP Project No. 13-2) Consultant and any subcontractor agrees to comply with the requirements set forth in the "State of Florida State

Expenditure Plan submitted pursuant to the Spill Impact Component of the RESTORE Act.” (33 U.S.C. § 1321(t)(3)).

https://1f9b93f2-ac75-4287-889e-c9819e9f7db8.filesusr.com/ugd/dde1f7_736193b133404f018eff619676d46e80.pdf

Attachments D1-D3.

The Respondent and any subcontractor agrees to comply with the requirements set forth in Consortium Agreement Attachments D1-D3. These contract provisions are included in Appendix “H” Federal Contract Provisions.

<https://www.restorethegulf.gov/resources/council-documents-foia-library>

Federal Contract Provisions

See Appendix “H” for a list of Federal Contract Provisions.

Examination of Solicitation Documents and Project Site

It is the responsibility of each Respondent to (1) examine the solicitation documents thoroughly, (2) if applicable, visit the project site to become familiar with local conditions that may affect cost, progress, or performance of the Services, (3) consider Federal, State and Local Laws and Regulations that may affect cost, progress, or performance of the Work, (4) study and carefully correlate Respondent's observations with the solicitation documents, and (5) notify the Contact Person of all conflicts, errors or discrepancies in the solicitation documents, prior to the last day of questions provided in this document.

Before submitting a Response, it shall be the Respondent's responsibility to submit to County a request for any additional information and data which pertains to the Project covered under this Request for Qualifications which Respondent deems necessary to develop their Proposal for performing Services in accordance with terms and conditions noted herein.

Submission of a Proposal to this Request for Qualifications shall be considered as a representation that the Respondent: (1) has carefully investigated all conditions that affect, or may at some future date, affect the performance of the Services covered by this Request for Qualifications; (2) is fully informed concerning conditions to be encountered, the character, quality and quantity of the Services to be performed and the work product to be furnished; and, (3) is familiar with what is required to perform the Services covered by this Request for Qualifications. Contents of Respondent's Proposal shall become a contractual obligation if Respondent is awarded Contract. Respondent will provide access to records to Gulf Ecosystem Restoration Council, The Gulf Consortium and, Office Inspector General, failure to accept these obligations in a contractual agreement shall result in cancellation of Award.

Public Records Act

Respondents should make themselves familiar with Chapter 119, Florida Statutes concerning availability of public records. [Section 119.071](#), Florida Statutes, provides that sealed Proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that Respondents will not be able to procure a copy of their competitor's Proposals until an intended decision is reached or 30 days has elapsed since the time of Proposal opening. In accordance, Proposal Documents may be viewed during normal business hours (which is Monday through Friday; 8:00 AM to 5:00 PM) at 3600 W. Sovereign Path, Suite 283, Lecanto, Florida. To request copies, visit our public records request portal:

<https://www.citrusbocc.com/public-records-request.htm>

Florida law generously defines what constitutes a public record and under Chapter 119, Florida Statutes, all Proposals are to be made available by County for viewing by the general public. If a Respondent believes that their Proposal contains information that should not be a public record, Respondent shall

clearly segregate and mark that information as Confidential, designated as a trade secret and/or proprietary and describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. Any documents given to Successful Respondent as part of performing the Services covered under this Request for Qualifications shall not be sold or distributed to third parties without the written consent of County. Successful Respondent will be required to retain a copy of these documents for a minimum of five (5) years from completion of the Agreement. All documents, papers, letters, e-mails or other material made or received by Successful Respondent in conjunction with the Services, unless exempt from Section 24(a) of Article I, Florida Constitution and Section 119.07(1), Florida Statutes, shall be made available for public access. Respondent will provide County, Gulf Ecosystem Restoration Council, The Gulf Consortium and Office of Inspector General (OIG) access to all records. Should Successful Respondent refuse to allow such access, County has the unilateral right to cancel the Award.

Respondents should consult an attorney as to their duties under the records and information laws (Section 257.36, Florida Statutes) and public records laws (Chapter 119, Florida Statutes) of the State of Florida. Significant judicial sanctions can be imposed for violation of these Statutes.

Financial Strength

Prior to award of a contract, County reserves the right to request financial information from Successful Respondent to assist County in further review of that Respondent's capabilities. Financial information provided shall be for the current and previous two years, to include, but not be limited to a financial statement prepared by a Certified Public Accountant (i.e., balance sheet and income and cash flow statements) or a Supplier Qualifier Report prepared by Dun & Bradstreet.

Protest Procedures

Any Proposal award recommendation may be challenged on the grounds of material irregularities in the procurement procedure or in the evaluation of Proposal. Any person who submits a Proposal, but is not recommended for award of the contract, may protest such decision in strict compliance with this section. Failure to follow the Solicitation Protest Procedures within the time frames prescribed herein shall constitute a waiver of such protest and any resulting claims.

1. Notice of Intent to File a Protest. Any person who wishes to file a protest hereunder must file a Notice of Intent to File a Protest ("Notice"), in writing, with Department of Management & Budget (DMB) within 72 hours of posting of a recommendation of award for Requests for Qualifications. Such Notice is considered filed when it is received by DMB. A copy of the Notice must also be provided to the apparent best Respondent. The Notice shall include the name and address of the protester, County RFQ number and title, the grounds upon which it is based, and must clearly indicate it is a Notice of Intent to File a Protest.
2. Formal Protest. Within five (5) business days after the filing of the written Notice of Intent to File a Protest, a formal protest must be filed with DMB. The formal protest is considered filed when it is received by DMB. A copy of the formal protest must also be provided to the apparent best Respondent. The formal protest shall include the following:
 - a. County RFQ number and title.
 - b. Name and address of the protester.
 - c. Concise statement of the facts alleged and of the rules, regulations, ordinances, statutory or constitutional provision, or other legal authorities entitling the protester to the relief requested.
 - d. Specifically request the relief to which the protester deems themselves entitled.
 - e. Any other relevant information that the protester deems to be material to the protest.

3. Protest Bond. Each formal protest must be accompanied by a protest bond in the form of a certified check, cashier's check, or money order made payable to Citrus County, Florida, in an amount not less than five percent (5%) of the protester's Proposal submitted to County. If the protester prevails, the bond shall be returned to the protester. However, if after completion of the Solicitation Protest Procedures County denies the protest; the bond shall be forfeited to County.
4. Stay of Procurement. Once a formal protest is timely filed, DMB shall stay the award of the contract unless County Administrator determines that delaying the award of the contract will adversely impact substantial interests of County.
5. Review of Protest by DMB. Within ten (10) business days of filing of the formal protest, DMB Director shall issue a written determination, including the rationale for reaching such a determination. The written determination shall also inform the protester of his/her right to appeal the DMB Director's decision to County Administrator.
6. Appeal of DMB Determination. Protester may appeal the DMB Director's determination, in writing, to County Administrator no later than five (5) business days after receipt of DMB Director's determination.
7. Final Determination of County Administrator. Within seven (7) business days of the filing of the appeal, County Administrator, upon consulting with County Attorney, shall issue a final determination. The decision of County Administrator will be final.

Performance Evaluation

At the end of each project which is identified by Work Authorization to the Professional Services Agreement, County will evaluate the successful firm or individual in accordance with the requirements set forth in the Professional Services Agreement and Work Authorizations. See Appendix "B" at the end of this Request for Qualifications.

Environmental Health and Safety

All Respondents and subcontractors performing services for Citrus County are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations.

Compliance with CCNA

The items, conditions and procedures in this Request for Qualifications are in conformance with County policies. These policies are designed to fully comply with Chapter 287.055, Florida Statutes (known as the "Consultants' Competitive Negotiation Act") and 40 USC 1101-1104 (known as the "Brooks Act"). Respondents are requested to notify County, in writing, if they feel any portion of this Request for Qualifications is not in compliance with these policies

Project Period Duration of the Agreement shall be in accordance with the execution date of a Work Authorization, Purchase Order and Notice to Proceed, issued by County and will remain in effect until final completion of project, County and the Gulf Consortium's approval and closeout of Project.

SUBMITTAL REQUIREMENTS AND SELECTION PROCESS

A. Submittal Requirements

1. Information to be Submitted:

(In accordance with Section 287.055(3)(a)1, Florida Statute, Electronic Proposal for Qualifications are to be submitted **on or before August 18, 2020, at 2:00 pm**.

Visit <https://www.myvendorlink.com/common/register.aspx> to register. VendorLink is an online Respondent registration system that provides a free at no cost to Respondent, a secure, user-friendly Internet portal and one-stop service center to register with County. This system also allows you to receive automatic email notifications regarding County's upcoming competitive solicitations as opportunities become available.

The County will now receive proposal submittals through the online solicitation management portal, www.myvendorlink.com. You may enter information and upload completed forms/documents using the www.myvendorlink.com portal. Respondents must have registered and received an established account in advance of uploading submissions. When submitting an offer electronically through the solicitation posting portal, please allow sufficient time to complete the online forms and upload documents. The solicitation offer will end at the closing time listed in the Event Timeline included in this Solicitation.

The RFQ format is intended to provide interested firms or individuals the opportunity to demonstrate their ability to perform the required tasks. The RFQ submission is not intended to be expensive or elaborate, although presentation will be considered for simplicity and ease of understanding. The goal of the RFQ is to focus upon the elements of the evaluation and documentation process and project descriptions by which the facilities herein are to be accomplished as part of the selection criteria.

2. Request for Qualification Content:

The RFQ package shall consist of the following:

Title Page

Respondent shall provide a "Letter of Interest" introducing their firm and briefly stating their understanding of the Services to be provided and why they should be awarded a contract and stating that the Request for Qualification is valid for a period of not less than 120 days from date of receipt.

Table of Contents for the Following Sections:

Tab 1) Company Information and Qualifications (15 points)

Respondents are to provide a narrative describing their firm's organization, size, number of employees, number of years in business, overall company philosophy and variety and level of government services offered. Brochures or other promotional presentations beyond that sufficient to present a complete and effective Response are not desired.

Respondents are to include a description of their qualifications as it pertains to the consulting services specified in this Request for Qualification document.

Respondents are to provide three (3) references for whom they have provided services similar to those outlined in this Request for Qualifications over the past five (5) years. References should include the client name, address, contact person, phone number, e-mail address, and a description of Services provided.

Respondents are to advise as to whether their company has in the past filed for bankruptcy, is currently in bankruptcy, or has bankruptcy action pending. Please note that County may require more detailed financial information from the Respondent as part of its scoring process.

Respondents are to provide a list of any past, pending or present litigation or disputes that they currently have or had with other clients within the last five (5) years. Respondents are to provide information as to the nature of the litigation or dispute.

Respondents are to include a copy of firm's or individual's current applicable Florida License. Respondent is required to possess the correct Business Tax receipt, Professional License, and any other authorizations necessary to perform the work required pursuant to all Federal, State and Local Laws.

Tab 2) Personnel Proposed and Qualifications (15 points)

Respondents are to identify the individuals that will be assigned to provide the Services outlined in the Request for Qualifications and briefly explain why they have selected these individuals.

1. Include resumes of each individual: Detailed resume of the firm or individual's key Project Manager, at least one substitute Project Manager, and other key individuals on the project team. The proposed key Project Manager and the proposed substitute shall have a minimum of ten (10) years of applicable experience and shall remain with the project throughout the term of the Professional Services Agreement. Project Manager shall not be replaced or substituted without the prior approval of County. County may request an interview with all short-listed firm's proposed Project Managers. The key Project Manager or their approved substitutes shall be available for all meetings.

2. Include a list of projects, individuals have worked on, or are currently working on, which are similar to the Services outlined in this Request for Qualifications. Experience included on the resume must be limited to projects completed within the past ten (10) years.

3. Include copies of their professional license and/or certifications, titles and accomplishments of individuals.

Respondents are to indicate who will be the lead person assigned to manage the Services covered under this Request for Qualifications and provide the same information about this individual as noted above.

Respondents are to provide Team Background and Experience with the type of work described in this Request for Qualifications.

Respondents are to provide an Organizational Chart of personnel within their firm to be assigned to provide the Services.

1. Proposed Respondent's organizational chart.
2. Identify all major sub-consultants and their responsibilities.
3. Demonstrate the Respondent's ability to work cooperatively with multiple clients and sub-consultants.
4. Identify key individuals who would be assigned to the project and their roles and responsibilities.

Tab 3) Technical Strength and Support Capability (25 points)

Respondents are to provide the number of years that their organization has been performing the type of Services for which they are submitting a response to and examples of similar projects that they have undertaken. From a technical perspective, explain why their organization should be selected to perform the Services and how their firm can add value to the goals and objectives of County. Include examples of their experience and their success providing similar services to other governmental entities.

Respondents will provide the firm's experience and must be limited to five (5) projects completed within the past ten (10) years. As a minimum, the project description should include the following:

1. Client Name and description of the project/or services.
2. Comparison of project budget and final costs to the client.
3. Comparison of the original and actual project schedule.
4. Client's contact person and telephone number.

Respondents will provide the present current and projected workloads of identified key personnel to be assigned to the project. State that personnel listed in the submittal shall be available for and assigned to this project.

From a logistics perspective, Respondents are to explain how their organization intends to interact and interface with County in the performance of the Services.

Tab 4) Project Approach to Performing Services (25 points)

Respondents are to provide a narrative of their understanding of the Scope of Services and their intended approach at performing the Services and identify the process utilized on other significant projects.

Respondents are to provide the rationale behind their approach, any concerns in completing the Services, and methods of resolving such concerns and include the same for any major-subconsultants that are expected to utilize.

Respondents are to describe any similar approaches implemented and or managed by the "team" for government clients and describe what assistance will be required from County.

If major sub-consultants are to be utilized, include their experience, credentials and the methods by which these firms will participate in the process should be stated. The firm or individual should also include within the project approach the process envisioned to interface with County through the Project Manager.

Tab 5) Required Forms, Documents and Information - (10 points)

Respondents must submit the attached forms (item no. 1-10): The following forms included in (Appendix D, E, F, & G) are required, and will be made part of the Professional Services Agreement, the firm or individual must provide updated forms each year. **Failure to comply with these requirements shall deem submittal as unresponsive. Signed copies of these forms will be made part of the Agreement.**

1. Certification Regarding Debarment, Suspension & Other Responsibility Matters- Primary (Appendix D) and,
2. Certification of Subcontractor Regarding Debarment, Suspension and Other Ineligibility and Voluntary Exclusion (Appendix D) and,
3. Conflict of Interest Statement (Appendix D) and,
4. Drug-Free Workplace Certification (Appendix D) and,
5. Non-Collusion/Lobbying Certification (Appendix D) and,
6. Professional Services Commitment Statement (Appendix D) and,
7. Respondent's Representation and Certification Form (Appendix "E") and,
8. List of Sub-Consultant Form (Appendix F) and,
9. Addenda Acknowledgement Form, (Appendix G) and,
10. Copy of the current Certificate of Insurance

Any other information that is relevant in presenting their qualifications will be included in this section, if the information requested above is not included in Responses there will be points deducted from scoring.

Also, Respondents are to ensure that the following items are submitted with Proposal Submittal:

TAB 6) Required Submittals & Completeness of Responses (10 points)

(No information is required in this section, this section is for informational purposes for Respondents and to describe the importance of the information requested)

1. An authorized representative or contracting agent or firm shall sign Responses and forms where indicated;
2. All information requested must be submitted in the manner requested. Failure to submit all information as requested might result in a lowered evaluation score of the Response submitted;
3. Submittals shall be comprehensive yet brief. Emphasis should be placed on completeness and clarity;
4. The Responses must include detailed information from Tab 1 through Tab 5 in its entirety including the Title Page and Letter of Interest;
5. General Overall Impression of the Respondents Ability to provide Professional Services for the Barge Canal Boat Ramp Project;
6. Overall Respondents concept of the Project.

(This Line item will be based on each Individual Scorers interpretation as to the Completeness of Responses.)

B. Selection Process (In accordance with Section 287.055(4), Florida Statute).

Scoring of the Proposals will be performed by individual scorers and will be based on the scoring criteria noted in the below table. Each scoring criteria is assigned a weight based upon the importance of the criteria. Fees/Cost and State/Local Preference shall not be considered.

Individual scorers will score each Respondent's written Proposal and assign a score for each scoring criteria. The score can be zero to the maximum value, as noted in the table below.

Scores given by all individual scorers for each scoring criteria will then be averaged to arrive at a single criteria score for each Respondent.

Scores for all scoring criteria for each Respondent will be totaled. If a Respondent was given a perfect score, that Respondent would receive a total score of 100, as noted in the table below.

Should there be a tie between any one Respondent, the Respondent with the highest average score for the criteria titled "Project Approach to Performing Services" shall be ranked higher.

After all of the Proposals have been scored for each Respondent by the Individual Scorers, a public tally meeting will be advertised and the sealed scores will be read aloud.

Based on the overall total score, Respondents will then be ranked highest (favorable) to lowest (unfavorable).

If elected by the individual scorers, three of the highest ranking Respondents will be required to make an oral presentation to the individual scorers. Such a presentation will provide an opportunity for Respondents to provide additional information concerning their firm and personnel, and to respond to questions that the individual scorers may have for clarifying information provided in the Request for Qualifications.

If Oral Presentation is selected, each Respondent who gives an oral presentation, will be scored and assigned a score of zero (0) to twenty (20), as noted in the table below. Oral presentation scores given by all individual scorers for each Respondent will then be averaged to arrive at a single oral presentation score. Based on the final oral presentation, Respondents will once again be ranked highest (favorable) to lowest (unfavorable).

Should there be a tie between any one Respondent during the Oral Presentation, the Respondent with the highest average score for the criteria titled "Project Approach to Performing Services" shall be ranked higher.

Final decision of the Individual Scorers as to their selection of the Respondent for potential contract award will be based on the highest ranking written Request for Qualifications score plus the oral presentation scores.

During the award process County may require supplemental information in order to fairly evaluate a Respondent's qualifications. For this purpose, County may request such information from the Respondent after initial submittal. If such information is required, Respondent will be notified in writing and allowed a reasonable period of time to submit the information.

County reserves the right to reject any or all Proposals, to waive any irregularities or informalities in Proposals received and to change the scoring process described above, if circumstances dictate this or it is otherwise in the best interest of County to do so. In the event a Proposal is rejected or otherwise does not result in a contract award, County shall not be liable for any costs incurred by Respondent in connection with the preparation and submittal of the Proposal.

1. It is the intent of County to award a contract as the result of this Request for Qualifications.
2. County will submit the RFQ Package, selection process and selected Respondent to the RESTORE Council and the Gulf Consortium for approval. Following RESTORE Council and the Gulf Consortium's approval, County will begin contract negotiations with the highest ranked team. Once negotiations are completed, Agreement will be sent to RESTORE Council and Consortium for approval. Upon receipt of approval from RESTORE Council and Consortium, County will submit Agreement to Respondent to execute the Professional Services Agreement. Upon return receipt, Agreement will be submitted to Board of County Commissioners for approval and award.

3. Where it is in the best interest of the Gulf Consortium, the Gulf Consortium may choose to use the FDOT Prequalified Respondents Directory to validate that Respondents have the prerequisite credentials in place to perform required services.

C. **Evaluation Criteria**

No.	Scoring Criteria	Weight of Importance (Score)
1	Company Information and Qualifications	15
2	Personnel Proposed and Qualifications	15
3	Technical Strength and Support Capability	25
4	Project Approach to Performing Services	25
5	Required Forms, Documents and Information	10
6	Required Submittals & Completeness of Responses	10
	Total Points Possible for Written Response Scoring (Criteria 1-6)	100
	Total Points Possible for Oral Presentation (if applicable)	20

APPENDIX “A”

SCOPE OF SERVICES

APPENDIX A

SCOPE OF SERVICES

Project Description:

The purpose of the Cross Florida Barge Canal Boat Ramp project is to provide a safe, and high-volume, deepwater boating access to the Gulf of Mexico for residents and visitors without incurring new environmental impacts. The project objectives are to provide engineering plans, construction plan documents, permits, bidding Assistance and post design services for a boat ramp to achieve the following:

- Relieve boat traffic at existing public boat ramp facilities on the Homosassa River and Crystal River; And
- Reduce potential boating impacts to the local West Indian manatee population.

Currently, Citrus County limits the number of public boat ramps to help protect the manatees. However, during the summer scallop season, existing boat ramp facilities on the Homosassa River and Crystal River are well over capacity, and demand is increasing. In addition, the federally protected West Indian manatees use spring discharges at the headwaters of these rivers extensively for feeding, calving, and winter refuge. Heavy boat traffic in the Homosassa River and Crystal River is incompatible with the protection of the species. Shifting some of this boat traffic to the CFBC will meet growing public demand for Gulf access without putting additional pressure on manatee populations.

The Barge Canal Boat Ramp project intends to accomplish these objectives with the construction of a 10-lane boat ramp, 61 (+/-) parking spaces for vehicles with boat trailers, and 10 non-trailer parking spots on an 18.55-acre site on the north side of the CFBC in northern Citrus County, owned by the Florida State Park Services as part of the Marjorie Harris Carr Cross Florida Greenway. This site also allows for the future potential expansion of the park to the north to accommodate more trailer parking. The County has obtained a lease from the State for this site to construct and operate the Barge Canal Boat Ramp.

This phase of the Barge Canal Boat Ramp project is for the Final Design of the boat ramp and parking area. This work will include hiring an engineering consultant to design, post design, permitting, bidding assistance and prepare construction plans for the project. A conceptual Environmental Resource Permit (ERP) and CWA 404 permit have been received for this boat ramp. Construction permitting and any permit modifications will be supported by the funding requested in this application.

Permitting and environmental compliance will be an important part of this design phase. If environmental compliance will be very difficult to achieve (for example, if expensive design modifications would be required), it could be that permitting of this project results in the project not moving ahead to construction. To reduce that risk, the Gulf Consortium will work closely with FDEP, the Southwest Florida Water Management District, and RESTORE Council to facilitate early environmental compliance reviews. A 404/10 permit and a conceptual ERP have already been obtained for this project; therefore, the risk of not getting required permits is low.

This project is co-funded to support Engineering & Design efforts up to 30% and from 90% to final design. The County will provide funding for early design and 100% plans for the Barge Canal Boat Ramp project with boater improvement funds. This co-funding has already been received.

The design phase of the project is for engineering design, post design, permitting, bidding assistance and prepare construction plans for the project. Additionally, permitting will be part of this design phase and is proposed to track progress related to permitting efforts.

This project has an existing permit from USACE (SAJ-2012-01670); original in 2014 and a date extension in 2019. July 7, 2021 is the current end date for the USACE permit.

There is also a conceptual Environmental Resource Permit (ERP) from SWFWMD. A construction permit from SWFWMD is still required prior to commencing construction.

RESTORE funding from this project is needed only for construction permitting and for any required modifications needed to the existing USACE 404 permit.

Consultant will complete deliverable such as, complete permit applications, apply for permits, and develop 30%, 60% and 90% and final design plans for the boat ramp on the Cross Florida Barge Canal.

Consultant will ensure Environmental Compliance.

Consultant will ensure compliance with the applicable parts of 2 CFR 200, the Gulf Consortium Subrecipient Policy

**APPENDIX “B”
CONSULTANT PERFORMANCE EVALUATION**

For Informational Purposes Only

Engineering Design Phase

Vendor/Firm:	County Dept.:	Contract # and Description:
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The Purchasing Division would like your opinion of this Consultant. This evaluation will be kept on file in the Purchasing Division and referred to when recommending future A/E contracts.

Return completed form to: _____

A copy will be sent to the Consultant to advise of commendable as well as deficient areas in their service.

Design Phase	Rating Scale:		Poor	Average		Excellent
Thoroughness of site investigation	1	2	3	4	5	
Quality of briefings and presentations	1	2	3	4	5	
Quality of design	1	2	3	4	5	
Ability to suggest innovative methods	1	2	3	4	5	
Compliance with laws, ordinances, and regulations	1	2	3	4	5	
Accurate and timely meeting minutes	1	2	3	4	5	
Adherence to allotted budget	1	2	3	4	5	
Adherence to schedule	1	2	3	4	5	
Plans and specifications clear and accurate	1	2	3	4	5	

Specific suggestions for improvement:

Would you recommend this consultant for another County project? ☐ Yes ☐ No, please explain

Evaluated by:

Reviewed by:

APPENDIX “C”
CONSULTING AGREEMENT
(Do not execute, for informational purposes only)

County reserves the right to add or modify the terms and conditions at any time prior
to the final execution of an agreement.

CONSULTING AGREEMENT

This Consulting Agreement is entered into by the parties this _____ day of _____, 2020.

1.0 Parties:

Citrus County, Florida, a Political Subdivision of the State of Florida, (County).

and

_____, (Consultant).

2.0 Designated Contact Person as to County:

Walt Eastmond, Project Manager
Citrus County Division of Engineering
3600 W. Sovereign Path, Suite 241
Lecanto, Florida 34461
Phone: 352-527-5446
Fax: 352-
Email: walt.eastmond@citrusbocc.com

3.0 Designated Contact Person as to Consultant:

Phone:
Fax:
Email:

4.0 Notices: All notices between County and Consultant, as required under the Agreement, shall be by telephone, facsimile, e-mail, mail, or by personal delivery to the respective designated contact person identified above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

5.0 Entire Agreement: This Agreement, and its associated documents referenced herein, together with any executed Amendment, shall constitute the entire Agreement between Consultant and County (hereinafter referred to as the "Agreement"). In resolving conflicts, errors, discrepancies, and disputes concerning the Scope of Services or other rights or obligations of the parties, precedence shall be given in the following order: (1) fully executed Amendments to this Agreement (later executed Amendment taking precedence over earlier dated Amendment), (2) provisions of this Agreement, (3) provisions of the Purchase Order issued to Consultant, (4) provisions contained in any governmental regulation incorporated herein by reference, (5) provision of any Work Authorizations assigned to Consultant (6) Consultant's submitted Request for Qualifications, and (7) advertised Request for Qualifications solicitation and related addendums. There are no understandings or Agreements except as herein expressly stated.

6.0 Agreement Documents:

1. Exhibit A- Work Authorization including the Scope of services and Consultant fees.
2. Exhibit B- Attachment D-1 Federal Provisions applicable to Subrecipient, Attachment D-2 Federal Non-Discrimination Provisions, Attachment D-3 Environmental Compliance and Federal Contract Provisions.

7.0 Terms of Agreement and Commencement of Services: Duration of the Agreement shall be in accordance with the execution date of a Work Authorization, Purchase Order and Notice to Proceed, issued by County and project will remain in effect until final completion and approval by County and Consortium.

8.0 Modification of Agreement: The Agreement may only be modified or amended upon mutual written Agreement of County and Consultant. No oral Agreements or representations shall be valid or binding upon County or Consultant. No alteration or modification of the Agreement terms, including substitution of product, shall be valid or binding against County. Consultant may not unilaterally modify the terms of the Agreement by affixing additional terms by incorporating such terms into Consultant's documents forwarded by Consultant for payment. County's acceptance of the Services or the processing of documentation on forms furnished by Consultant to County for approval or payment shall not constitute acceptance of any terms and conditions.

9.0 Services Provided by Consultant: Consultant shall provide professional engineering services for the design, post design, permitting, and bidding assistance of a new public regional boat ramp on the North side of the Cross Florida Barge Canal in northern Citrus County in accordance with the Scope of Services attached to a Work Authorization attached hereto as Exhibit "A". All Services will be performed by Consultant to the satisfaction of the Designated Contact Person who has authority to answer questions, provide County furnished information, and resolve difficulties that may arise during Consultant's performance of the Services. The Services of Consultant shall be on an as-needed basis and assignment to Consultant shall be through a "Work Authorization", which shall be considered a "sub-agreement" to the Agreement whereby County and Consultant mutually agree to scope, schedule and price for a study or design of a project that is assigned to Consultant.

9.1 Additional Services: Services that may be required after completion of the Agreement and the Work Authorization, including, but not limited to, design assistance, construction assistance, and litigation assistance, will be completed within the terms and conditions of this Agreement at the written direction of County. Any additional Services, as well as compensation for such, will be negotiated between the Parties and made part of this Agreement through an Amendment to the Agreement.

9.2 Changes in the Services: County may at any time, as the need arises, order changes within the Scope of Services of any Work Authorization, without invalidating the Agreement. If such changes result in an increase or decrease in Consultant's fees, or in the time required for Consultant to perform the Services, an equitable adjustment shall be authorized by way of an Amendment to the Agreement and will require approval by County.

9.3 Correction of Work: Consultant shall promptly correct any Services rejected by County for failure to comply with the requirements of the Work Authorization and Agreement without additional expense to County. If Consultant does not take action to correct rejected Services within ten (10) calendar days after receipt of written notice from County, County may terminate the Work Authorization and Agreement.

9.4 Performance Qualifications: County, Gulf Ecosystem Restoration Council, and The Gulf Consortium reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Work Authorization and the Agreement requirements. Consultant shall at all times during the Agreement term remain responsive and responsible. Consultant must be prepared, if requested by County, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of Consultant for the performance of the provision of the Services covered under any Work Authorization and Agreement. If County determines that (1) Consultant does not meet these qualifying conditions, (2) that the Services do not meet the specified requirements, or (3) that Consultant's performance is untimely, County may terminate the Work Authorization and Agreement. All final plans, documents, reports, studies and other data prepared by Consultant shall bear the professional's seal/signature, in accordance with the applicable Florida Statute that governs and Administrative Rules promulgated by the Florida Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Agreement. In the event that changes in the Statute or Rules create a conflict with the requirements of the published guidelines, requirements of the Statute and/or Rules shall take precedence.

9.5 Progress Schedules: Consultant agrees to provide project schedule progress reports for all Work Authorizations in a format acceptable to County and at intervals established by County. County will be entitled at all times to be advised, at its request, as to the status of work being done

by Consultant under any Work Authorization and of the details thereof. Either party to the Agreement may request and be granted a conference.

9.6 Supervision by Consultant: Consultant shall supervise and direct the performance of Consultant's Services and shall be solely responsible for the means, methods, techniques, sequences, and safety.

9.7 Suspension of Consultant's Services under a Work Authorization Assignment: County may, in its sole discretion, suspend Consultant's Services covered under any Work Authorization assignment, at any time, when in the best interest of County. County shall provide Consultant written notice outlining the particulars of the suspension. Upon receiving a notice of suspension, Consultant and Sub-Consultant shall immediately comply with the notice, stopping all work in-progress and not perform any further Services covered under the Work Authorization assignment. Within ninety (90) days after the notice of suspension, or any longer period agreed to between County and Consultant, County shall either issue a written notice authorizing Consultant to resume the Services, or terminate the Work Authorization assignment. If County issues notice to Consultant to resume its Services, Consultant will be allowed a mutually agreed upon extension of time that is directly attributable to the suspension. In the event of suspension, County will be responsible for compensating Consultant only for services satisfactorily completed, or partially completed, up to the date of suspension. Suspension of Consultant's Services shall not entitle Consultant to any loss of anticipated profit under this provision.

9.8 Work Authorizations: Anytime County requires Consultant's Services for a project, County will develop a "conceptual" scope services for the project and share such with Consultant. Consultant will be required to (a) evaluate the conceptual scope and gather additional information, if necessary, (b) visit and familiarize themselves with the project site, if applicable, and (c) provide County with a Proposal for the project, which will include a detailed scope of services, a schedule of milestones, and a cost estimate for the project. Proposal shall be submitted in sufficient detail, as required by County, to allow for the proper evaluation of the Proposal. If Consultant's Proposal is deficient in scope or there is insufficient information concerning Consultant's cost estimate, Consultant will be required to provide County with additional information and/or modify the Proposal to the satisfaction of County. Upon County's acceptance of Consultant's Proposal (scope, schedule and fee), Consultant shall prepare a final Proposal which shall be identified as a "Work Authorization" for execution by County and Consultant. All Services to be performed by Consultant under a Work Authorization shall be to the satisfaction of County. Furthermore, this person shall have the responsibility to answer questions, provide County information, and resolve issues that may arise during Consultant's preparation of their Proposal, as well as negotiate Consultant's scope, schedule and fee for Project. If, after discussions and negotiations between County and Consultant, County cannot accept Consultant's Proposal for a particular project, County shall have the right to rescind its request for Consultant's Services and seek the services of another consultant. Under no circumstances shall County be liable to Consultant for any costs incurred by Consultant in preparing their Proposal regardless of whether County does or does not accept Consultant's Proposal.

9.8.1 Duration of Work Authorizations: Work Authorizations issued under the Agreement will remain in force until completed by Consultant or cancelled by County and time is of the essence of this Agreement and each of its provisions.

9.8.2 Notices of Work Authorizations: Work Authorizations are "sub-agreements" to this Agreement whereby County and Consultant mutually agree to the scope, schedule and price of a project that is assigned to Consultant. All notices between County and Consultant concerning Work Authorizations shall be between County and Consultant. Notices shall be in writing and delivered by regular mail, certified mail, courier service, facsimile, and e-mail or personal delivery.

10.0 Compensation to Consultant: Compensation will be paid to Consultant for the provision of the Services based on Consultants fees attached hereto as Exhibit "A" and if County identifies, or Consultant recommends, any additional Services to be performed by Consultant, or if County authorizes changes in the scope, extent, or character of the Project that result in additional fees, such additional fees shall be

mutually negotiated between County and Consultant, and made a part of this Agreement by a written Amendment.

10.1 Changes in Contract Price: Before making any additions or deletions to the work described in the Work Authorizations, and before undertaking any changes or revisions to such work, the parties will negotiate any necessary cost changes and will agree to such through an amendment to the Agreement. In the event that Consultant and County are not able to reach an Agreement as to the amount of compensation to be paid to Consultant for supplemental work desired by County, Consultant will be obligated to proceed with the supplemental work in a timely manner for the amount determined by County to be reasonable. In such event, Consultant will have the right to file a claim with County for such additional amounts as Consultant deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof through administrative procedures or the courts relieve Consultant from the obligation to timely perform the supplemental work.

10.2 Compensation in Excess of \$195,000: If the compensation to be paid to Consultant, whether by lump-sum or cost-plus-a-fixed-fee, will exceed the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, it is mutually agreed that the following provision will be applicable to this Agreement:

"Consultant hereby certifies covenants and warrants that wage rates and other factual unit costs provided to County to support the compensation for any Services covered under this Agreement are accurate, complete and current as of the date of the Agreement. It is further agreed that the Agreement price will be adjusted to exclude any significant sums by which County determines the Agreement price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following the end of the Work Authorization or Agreement. For this purpose, the end of the Agreement is the date of final billing or acceptance of the work by County and Florida Department of Transportation (FDOT), whichever is later."

11.0 Payment of Payment Requests:

11.1 Payment Requests: Requests for payment for the provision of the Services provided under the Agreement shall be submitted no more frequently than once per month, unless stipulated differently in the Work Authorization assignment. At a minimum, the payment requests shall include the Purchase Order Number, a description of the Services provided, and the amount of the payment request. All requests for payment shall be submitted in sufficient detail to demonstrate compliance with the terms of the Agreement and to allow for the proper pre-audit and post-audit thereof. Requests for payment that include travel expenses shall be in accordance with Section 112.061, Florida Statutes. County reserves the right to require any information from Consultant that County deems necessary to substantiate claims for remuneration. Upon receipt of Consultant's payment request, County will review such to ensure that it is in proper order, and that the Services covered under the payment request have been completed in accordance with the Work Authorization. If it is found that the payment request is not in proper order, or the Services covered under the payment request do not satisfy this Agreement, the payment request may be rejected.

11.2 Prompt Payment: County shall make payment of a payment request in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act" from the date, which a properly received payment request is recorded as received by County, for Services completed to the satisfaction of County.

11.3 Form of Request: If the payment request is not received in proper order, County may reject the payment request within twenty (20) business days after the date on which the payment request is recorded as received by County. County shall provide Consultant with a written notification of the rejection specifying the deficiency and corrective measures necessary to make the payment request proper. Upon receipt of a payment request that corrects the deficiency, County shall make payment in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment

Act", or reject the payment request, within twenty (20) business days after the date on which the corrected and proper payment request is recorded as received by County.

11.4 Resolution of Payment Request Disputes: In the event of a dispute between Consultant and County concerning the full or partial payment of a payment request, such disagreement shall be finally determined by County. If the dispute between Consultant and County involves a portion of a payment request, the undisputed portion shall be paid by County in a timely manner, as long as the payment request for the undisputed portion is in proper order. Proceedings to resolve the dispute will be commenced within forty-five (45) business days after the date the payment request in dispute was recorded as being received by County and will be concluded by final decision of County within sixty (60) business days after the date on which the payment request was recorded as being received by County. Such procedures do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute.

11.5 Purchase Order: Although an Agreement will be executed by County and Consultant for the Services through a Work Authorization, a purchase order will also be issued to Consultant for the purpose of facilitating payment to Consultant. Except under an "emergency request", Consultant shall not provide any Services to County until Consultant has received a purchase order from County. Consultant shall be permitted to accept an order to provide Services under an emergency purchase without a purchase order; however such request from County must be transmitted to Consultant via facsimile or e-mail. The written transmission order must be submitted with any payment request submitted by Consultant for such emergency requests.

11.6 Progress Payments: Consultant may submit progress payment requests to County for partial completion of the Services. If County makes payment of progress payments to Consultant which is attributable to any services provided by any of Consultants suppliers, subconsultants or subcontractors, Consultant shall remit payment for such from the progress payments to those subconsultants or subcontractors. All Services covered by progress payment requests shall become the sole property of County. However, this shall not be construed as relieving Consultant of the sole responsibility for the care and protection of those Services which have been completed, even if Consultant remains in possession and control of such Services, or as a waiver of the right of County to require Consultant to fulfill all of the terms of the Agreement. If Consultant's fee is a "lump sum amount", Consultant shall indicate on each invoice (1) the percentage of work completed, (2) the value of the completed work, based on a percentage of the lump sum amount, (3) the total amount of prior payments received, and (4) the net amount of the payment request, which is the value of the completed work minus the value of prior payments received.

11.7 Payments to Subconsultants: When Consultant receives from County any payment for Services covered under the Agreement, Consultant must pay such moneys received to each sub-Consultant or supplier in proportion to the percentage of the Services completed by each sub-Consultant or supplier within ten (10) business days after Consultant's receipt of the payment. If Consultant receives less than full payment, then Consultant shall be required to disburse only the funds received on a pro rata basis to its sub-Consultants or suppliers, each receiving a prorated portion based on the amount due on the payment. If a sub-Consultant receives payment from Consultant for labor, services or materials furnished by sub-Consultants or suppliers hired by the sub-Consultants, the sub-Consultant must remit payment due to those sub-Consultants or suppliers within seven (7) business days after the sub-Consultant's receipt of payment from Consultant.

11.8 Records of Costs: Records of costs incurred under terms of this Agreement will be maintained and made available upon request to County at all times during the term of this Agreement and for six (6) years after the expiration or termination of the Agreement. Copies of these documents and records will be furnished to County upon request. Records of costs incurred will include Consultant's general accounting records and the project records, together with supporting documents and records, of Consultant, their subconsultants and subcontractors, performing work on the project, and all other records of Consultant, their subconsultants and subcontractors considered necessary by County for a proper audit of project costs.

11.9 Right to Withhold: Except for issues arising from contract indemnification provisions, County will have the right to retain out of any payment due Consultant under this Agreement an amount

sufficient to satisfy any amount due and owing to County by Consultant on any other Agreement between Consultant and County. County may withhold payment on any invoice in the event that Consultant is in default under any provision of this Agreement or any other Agreement between Consultant and County as of the time of processing the invoice or as of the time payment is made available on the invoice. This right to withhold will continue until such time as the default has been cured, and, upon cure, County will have the right to retain an amount equal to the damages suffered as a result of the default.

11.10 Final Payment Once the Project has been completed and Consultant has fulfilled all of the requirements under the Work Authorization, and provided there are no existing or pending claims or demands by County against Consultant, Consultant may submit a final payment request to County. Upon receipt of such, and provided the payment request is in order, County shall make final payment to Consultant.

11.11 ACH Enrollment: All Consultants will be required to complete an "Authorization Agreement for ACH Credits Enrollment Form". Payments will be deposited directly into Consultant's bank account. This means there is no need to wait for the check to come in the mail, and eliminates the possibility of a lost check. The Clerk's Accounts Payable Department will provide confirmation via email when payments are transmitted, ensuring immediate notification.

12.0 Warranties:

12.1 Warranty of Ability to Perform: Consultant warrants that, to the best of its knowledge, there are no pending or threatened actions, proceedings, investigations, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Consultant's ability to satisfy its Agreement obligations.

12.2 Warranty Against Defects in Workmanship: Consultant shall warrant its Services against defects in materials and workmanship for a minimum period of one (1) year from acceptance of the Services by County. Should any defects in materials or workmanship appear during the warranty period, Consultant shall replace the materials or equipment, or repair or re-do the service, immediately upon receipt of written notice from County, at no additional expense to County. Consultant shall warrant such replaced materials or equipment, or repaired or re-done Services, for a period of one (1) year after acceptance of such by County.

12.3 Warranty of Standard Care: In the performance of professional services, Consultant will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. Consultant will use due care in performing its Services and will have due regard for acceptable professional standards and principles. Consultant's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement. If any of the Services performed by Consultant do not comply with the foregoing warranties and County notifies Consultant of such, then Consultant shall (at its sole expense) promptly re-execute the nonconforming Services. All such re-performed Services shall be performed on a mutually agreed schedule. Consultant shall and does hereby assign to County the benefits of any of Consultant's sub-consultant's or Sub-contractor's warranties. Such assignment shall not relieve Consultant of its warranty obligations for performance or standard of care to County under this Agreement

13.0 Public Records: Consultant will keep and maintain public records required by County to perform the service. Upon request from County's custodian of public records, Consultant will provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law for a period of five (5) years. Consultant will provide County, Gulf Ecosystem Restoration Council, The Gulf Consortium and Office of Inspector General (OIG) access to all records. Consultant will ensure that the 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 the Agreement and following completion of the Agreement if Consultant does not transfer the records to County. Upon completion of the Agreement, Consultant will transfer, at no cost, to County all public records in possession of Consultant or keep and maintain public records required by County to perform the service.

If Consultant transfers all public records to County upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology system of County. If Consultant does not comply with County's request for public records, County shall enforce the provisions of the Agreement in accordance with the terms of the Agreement and may cancel the Agreement.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT NANCY COLOGNA, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; EMAIL: NANCY.COLOGNA@CITRUSBOCC.COM; PHONE: (352) 527- 5235.

14.0 Insurance: During the term of the Agreement, Consultant, at its sole expense, shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of Consultant. Consultant shall provide County a certificate(s) of insurance, evidencing such coverage.

14.1 Minimum Insurance Requirements: Pursuant to Section 337.106, Florida Statutes, Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, employees or subconsultants. The coverages, limits or endorsements required herein protect the primary interests of County, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect Consultant against any loss exposures, whether as a result of the project or otherwise. The requirements contained herein, as well as County's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Consultant under this contract.

14.2 Commercial General Liability: Respondent must obtain a General Liability policy with a minimum limit of \$1,000,000 per occurrence, and a \$2,000,000 general aggregate.

14.3 Automobile Liability: Consultant must obtain coverage for all vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident. In the event Consultant does not own vehicles, Consultant shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

14.4 Workers Compensation and Employer's Liability:

14.4.1 Consultant must obtain Workers Compensation insurance with limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than \$100,000 each accident \$500,000 disease policy limit and \$100,000 disease each employee must be included.

14.4.2 For any officer of a Consultant that has exempt status as an individual, County requires proof of workers compensation insurance coverage for that Consultant/employer/owner's employees. If Consultant/employer/owner or individual has applied for a workers compensation exemption, County does not recognize this exemption to extend to the employees of Consultant/employer/owner.

14.4.3 The purpose of this section is to ensure that all Consultants, subconsultants, sole proprietors, or business entities of any kind who contract with County for provision of goods or services, provide workers' compensation coverage for all employees, and principles of Consultants, subconsultants, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

14.5 Professional Liability and/or Errors and Omissions Liability: Professional (E&O) Liability must be afforded for personal injury and Property Damage for not less than \$1,000,000 each claim, \$1,000,000 policy aggregate.

14.6 Other Insurance Provisions:

14.6.1 Consultant shall provide a Certificate of Insurance to County with a thirty (30) day notice of cancellation or changes in policy language, ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims-made" or "occurrence" form. If any coverage is provided under a claims-made form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

14.6.2 The project's proposal number should be noted on the certificate.

14.6.3 Consultant has sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible or self-insured amounts that exceed \$10,000, Consultant shall maintain a Commercial Surety Bond or Letter of Credit in an amount equal to said deductible or self-insured retention.

14.6.4 All required insurance policies must be maintained until the contract work has been accepted by County. In addition, a minimum 30-day notification clause is required if any changes in policy language occur, or in the event the policy is canceled.

14.6.5 Citrus County, Florida, a political subdivision of the State of Florida and Florida Department of Transportation (FDOT), its officials, employees and volunteers are to be covered as an Additional Insured on all policies except Workers Compensation and Professional Liability. The coverage shall contain no special limitation on the scope of protection afforded to County, its officials, employees or volunteers.

14.6.6 Consultant's insurance coverage shall be primary insurance as respects County, its officials, employees and volunteers. Any insurance or self-insurance maintained by County, its officials, employees or volunteers shall be excess of Consultant's insurance and shall be non-contributory.

14.6.7 For all policies of insurance except Professional Liability: Consultant, and its insurance carrier, waive all subrogation rights against County for all losses or damages that occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. County requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement, and a WC 00 0313 Waiver of our Right to Recover from Others for Workers Compensation coverage.

14.6.8 Two (2) certificate holders are required and should read as follows, 1.Citrus County, Florida, a political subdivision of the State of Florida, 3600 W. Sovereign Path, Lecanto, FL 34461 and 2. Florida Department of Transportation (FDOT), 11201North McKinley Drive, Tampa, Florida 33612.

14.6.9 It is Consultant's responsibility to insure that all subconsultants comply with these insurance requirements. Consultants shall include all subconsultants as insured under its

policies or shall furnish separate certificates and endorsements for each sub-consultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

14.6.10 All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A-.

14.6.11 All Certificates must show that Consultant's policies have been endorsed per the requirements.

14.6.12 Once ALL paperwork is completed and received by County, an email will be sent to Consultant requesting online registration with myCOI. It is critical that County is provided with an accurate email address. The **cost to register is \$19.95** and a credit/debit card will be needed. Part of the registration process includes providing contact information for Consultant's insurance agent(s), which will be needed at the time of registration. Once registered, an email will be sent to the insurance agent(s) requesting them to upload a current Certificate of Insurance (COI) directly into the myCOI website. Certificates of Insurance cannot be mailed, emailed or faxed to County. Consultant will not be allowed to begin work and no payments will be made until registration is completed and a compliant Certificate of Insurance is received from Consultant's agent(s).

15.0 Indemnification: Consultant shall indemnify and hold harmless County and Florida Department of Economic Opportunity their 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 Consultant and persons employed or utilized by Consultant, including any subcontractors, in the performance of the construction contract. Neither Consultant nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of County or any of its officers, agents or employees. The parties agree that this clause shall not waive the benefits or provisions of Section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by County, any sums due Consultant under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by County.

16.0 Change Orders: County may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes result in an increase or decrease in the Contract Price, or in the time required for performance of the Services, an equitable adjustment shall be authorized by way of a Change Order. County also may at any time, by issuing a Field Order, make changes in the details of the Services. Consultant shall proceed with the performance of any changes in the Services so ordered by County unless Consultant believes that such Field Order entitles it to a change in Contract Price or Time, or both, in which event Consultant shall give County written notice thereof within fifteen (15) calendar days after the receipt of the ordered change, and Consultant shall not execute such changes pending the receipt of an executed Change Order or further instruction from County.

17.0 Termination of Agreement:

17.1 Termination by County or Consortium for Cause: In the event Consultant fails to honor any term of the Agreement and Work Authorization assignment, or abide by any statutory, regulatory, or licensing requirements, County or Consortium may terminate the Agreement or Work Authorization assignment for cause by first notifying Consultant in writing, specifying the nature of the default. Consultant shall have ten (10) business days to cure such default. If after the ten-day notice, Consultant has not cured the default, termination shall become final. Except for defaults of its sub-Consultants at any tier, Consultant shall not be liable for any excess costs if the failure to perform the services arises from events completely beyond the control, and without the fault or negligence of Consultant. If, after termination, it is determined that Consultant was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of County or Consortium. In the event of termination for cause, County or Consortium will be responsible for compensating Consultant only

for the completed or partially completed Services up to the date of suspension, less any expenses incurred by County or Consortium as a result of the default. Termination of the service shall not entitle Consultant to any loss of anticipated profit under this provision. The rights and remedies of County or Consortium in this clause are in addition to any other rights and remedies provided by law or under the Agreement.

17.2 Termination for Convenience: Either party may terminate this Agreement by giving the other party thirty (30) days written notice. Upon receiving a notice of termination, Consultant shall immediately comply with the notice, stopping all work in-progress and not perform any further Services. In the event of termination, County will be responsible for compensating Consultant only for the completed or partially completed Services up to the date of termination. Termination of the provision of the service shall not entitle Consultant to any loss of anticipated profit under this provision.

17.3 Termination for Default: County or Consortium may terminate this contract in whole or in part, for County or Consortium's convenience or because of the failure of Consultant to fulfill the contract obligations. County or Consortium shall terminate by delivering to Consultant a Notice of Termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, Consultant shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to County or Consortium all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of County or Consortium, Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of Consultant to fulfill the contract obligations, County or Consortium may complete the work by contract or otherwise and Consultant shall be liable for any additional cost incurred by County or Consortium.

17.4 Nothing in this Section shall be construed as limiting the County or Consortium's rights and remedies in the event of termination of this Agreement and Work Authorization assignment.

17.5 Agreements for more than the simplified acquisition threshold (\$150,000) must address administrative, contractual, or legal remedies. In instances where Consultants violate or breach contract terms or conditions Consultant's shall be subject to the termination portion of the Agreement noted above.

18.0 Additional Terms and Conditions:

18.1 Advertising: Subject to Chapter 119, Florida Statutes, Consultant shall not publicly disseminate any information concerning the Agreement without prior written approval from County, including, but not limited to mentioning the Agreement in a press release or other promotional material, identifying County as a reference, or otherwise linking Consultant's name and either a description of the Agreement or the name of County in any material published, either in print or electronically, to any entity that is not a party to the Agreement.

18.2 Assignment: Neither County nor Consultant shall sell, assign or transfer any of its rights, duties or obligations under the Agreement without the prior written consent of the other Party. In the event of any assignment, Consultant remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability.

18.3 Bankruptcy or Insolvency: Consultant shall promptly notify County in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Consultant or any of its subconsultants or subcontractors who are involved in the provision of the Services under this Agreement.

18.4 Compliance with Laws: Consultant shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws, shall include, but not be limited to, Chapter 287 of the Florida Statutes, the Uniform Commercial Code, the Immigration and Nationalization Act, the Americans with Disabilities Act, the United States Occupational Safety and Health Act, the United States Environmental Protection Agency, the State of Florida Department of Environmental Protection, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, sexual orientation, gender identity or expression or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

18.5 Conflict of Interest: Consultant covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner of degree with the performance of the Services covered under this Agreement. Furthermore, Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Consultant any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant, and its subconsultants at any tier, certify that they have not entered into any contract, sub-contract, or arrangement in connection with the Project covered under this Agreement, or of any property included or planned to be included in the Project, in which any member, officer, or employee of Consultant or its subconsultants, during its tenure, or for two years thereafter, has any interest, direct or indirect. Consultant, and its subconsultants at any tier, shall insert the following provision into each of their contracts and sub-contracts:

"No member, officer, or employee of the subcontractor, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."

18.6 Correction of Services: Consultant shall promptly remove from the premises all Services rejected by County or Consortium for failure to comply with the Contract Documents, whether incorporated into the Project or not, and Consultant shall promptly replace and re-execute the Services in accordance with the Contract Documents and applicable laws (e.g., Americans with Disabilities Act and Florida Building Code), without additional expense to County for errors, omissions or deficiencies in the deliverables furnished, produced and or developed by Consultant or any Consultant Representative, and shall bear the expense of making good all Services of other consultant's work destroyed or damaged by such removal or replacement. All removal and replacement of Services shall be done at Consultant's expense. If Consultant does not take action to remove such rejected Services within ten (10) calendar days after receipt of written notice from County or Consortium, County may remove such Services on their own and store the materials at the expense of Consultant.

18.7 County, Federal and State Funds: The County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners. Additionally, in accordance with Section 216.347, Florida Statutes, and as provided herein, Consultant may not expend any County funds for the purpose of lobbying the legislature, or local, state or federal agencies.

18.8 Debarment: Consultant certifies to the best of their knowledge and belief, that they and their principals 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Municipal, County, State or Federal department or agency, 2) have not, within a three-year period preceding execution of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property, 3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above, 4) have not within a three-year period preceding execution of this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default, and 5) will advise County immediately if their status changes and will provide an explanation for the change in status.

18.9 Disposal of Wastes: Consultant shall handle any waste materials generated in the performance of the Services in full compliance with all laws, regulations, and requirements of all governmental authorities and those of County. Consultant shall use only disposal facilities which have proper permits and are in full compliance with all Laws. Consultant agrees that County has the right to reject, for any reason, Consultant's use of any particular disposal facility.

18.10 Dispute Resolution: For any dispute concerning performance of the Agreement, which includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission, County shall attempt to reach a mutual Agreement as to the settlement and resolution of the dispute with Consultant. Should a mutual Agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on Consultant. The decision shall be final and conclusive.

18.11 Documentation: All tracings, plans, specifications, maps, deliverables, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived there from, will be considered works made for hire and will become the property of County upon expiration or termination of the Agreement without restriction or limitation on their use (ie. equipment, services, software, computer models, data, routines, technology, and other intellectual property incident to provide the Scope of Services,. Upon delivery to County of said document(s), County will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Consultant will not copyright any material and products, trademark, trade secret or patent any invention developed under this Agreement. Copies of these documents are not to be sold or distributed to third parties without the written consent of County. This Agreement has been prepared by County and reviewed by Consultant and its professional advisors and has agreed that it should not be interpreted in favor of either County or Consultant or against County or consultant merely because of their efforts in preparing the Agreement. The headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

18.12 Drug Free Workplace: Consultant certifies that it has in place a Drug-Free Workplace Program in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 702-706).

18.13 Employees, Subconsultants, subcontractors and Agents: All Consultant employees, subconsultants, subcontractors, or agents performing any of the Services under the Work Authorization and Agreement shall be properly trained to meet or exceed any specified training qualifications and has or will secure, at its own expense, all personnel required to perform the Scope of Services required. Upon request, Consultant shall furnish a copy of licenses, certifications or other proof of qualification. All employees, subconsultants, subcontractors, or agents of Consultant must comply with all security and administrative requirements of County. County may conduct, and Consultant shall cooperate in, a security background check or otherwise assess any employee, sub-consultant, subcontractor, or agent of Consultant. County may refuse access to County Facilities or require replacement of any employee, sub-consultant, subcontractor, or agent of Consultant for cause, including, but not limited to, technical or training qualifications, quality of services, change in security status, or non-compliance with County's security or other requirements. Such refusal shall not relieve Consultant of its obligation to perform all Services in compliance with any Work Authorization and the Agreement. County may reject and bar from any County facility for cause any of Consultant's employees, subconsultants, subcontractors, or agents. County shall have the right to review and approve any subconsultants or subcontractors that are utilized by Consultant in the performance of their Services. Consultant shall be fully responsible to County for the acts and omissions of its subconsultants and subcontractors, and persons directly or indirectly employed by them. It is Consultant's responsibility to ensure that its subconsultants and subcontractors are properly licensed to do business in the State of Florida and Citrus County, as required by law and comply with insurance provisions.

18.14 Environmental Issues: All notifications regarding environmental issues or requirements shall be sent immediately to County's Contact Person. Unless directed otherwise by County, Consultant is not to contact any local, state or federal governmental agencies concerning environmental issues involving the Project Site.

18.15 Equal Employment Opportunity: Consultant shall not discriminate on the basis of race, color, sex, sexual orientation, gender identity, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title 49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et. seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other Federal and State discrimination statutes. Consultant shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed subconsultants as the State of Florida Department of Transportation, the Secretary of Labor, or County may require. The above shall be required of any sub-consultant hired by Consultant. All Equal Employment Opportunity requirements shall be included in all non-exempt subconsultants entered into by Consultant. Sub-contracts entered into by Consultant shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying sub-consultant. Additionally, Consultant shall insert in its sub-contracts a clause requiring subconsultants to include these provisions in any lower tier sub-contracts that may in turn be made. Consultant shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state subconsultants is NOT allowed.

18.16 E-Verification System: Consultant shall comply with the Executive order No. 12989 as amended, and Executive Order No. 11-116, and agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of: (1) all persons employed by Consultant during the contract term to perform any duties within Florida, and; (2) all persons, including subconsultants, assigned by Consultant to perform work pursuant to this Agreement. Consultants meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

18.17 Force Majeure Event: Consultant shall not be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control, and not a result of the fault or negligence of the affected party (a "Force Majeure Event"). If a party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such party shall immediately provide notice to the other party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God (excluding normal or seasonal weather conditions), war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes, pandemic and severe floods.

18.18 Governing Law and Venue: The Agreement shall be governed in accordance with the laws of the State of Florida. In the event of litigation with respect to the obligation of the parties to the Agreement, the jurisdiction and venue of such action shall be an appropriate State Court in Citrus County, Florida.

18.19 Governmental Restrictions: If Consultant believes that any governmental restrictions have been imposed that require alteration of the methods used in the performance of the Services, Consultant shall immediately notify County in writing, indicating the specific restriction. County reserves the right, and the complete discretion, to accept any such alteration or to cancel the Agreement at no further expense to County.

18.20 Immigration and Nationality Act: Consultant shall comply with all immigration laws as outlined in 8 USC § 1324a - Unlawful employment of aliens. County will not intentionally award County contracts to any Consultant who knowingly employs unauthorized Alien workers. Any violation of the employment provisions outlined in the Immigration and Nationality Act throughout the

term of any Agreement with County may result in immediate termination of the Agreement. County will consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of the Agreement, by County, if Consultant knowingly employs unauthorized aliens.

18.21 Inspection, Performance, Supervision: County reserves the right to inspect the Services provided by Consultant, whether partially or fully completed, at any time, as deemed appropriate by County for the purpose of ensuring Consultant's performance under the Agreement. Such inspections performed by County, shall not be construed as a final approval of Consultant's Service, and shall not relieve Consultant from its obligations under the Agreement. County reserves the right to inspect, at any reasonable time with prior notice, Consultant's facilities to assess conformity of the provision of the Services with the Agreement requirements. County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Agreement requirements. Consultant shall at all times during the Agreement term remain responsive and responsible. Consultant must be prepared, if requested by County, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of Consultant for the performance of the provision of the Services covered under the Agreement. If County or the Gulf Consortium determines that Consultant does not meet these qualifying conditions, or that the Services proposed to be furnished do not meet the specified requirements, or that performance is untimely, County or The Gulf Consortium may terminate the Agreement. This paragraph shall not mean or imply that it is obligatory upon County to make an investigation either before or after award of the Agreement, but should County elect to do so, Consultant is not relieved from fulfilling all Agreement requirements. Consultant shall supervise and direct the performance of its Services and shall be solely responsible for the means, methods, techniques, sequences, and safety of construction. Consultant will employ and maintain at the Project Site a supervisor or superintendent who shall have been designated in writing by Consultant as Consultant's representative at the Project Site. The supervisor or superintendent shall have full authority to act on behalf of Consultant and all communications given to the supervisor or superintendent shall be as binding as if given directly to Consultant. The supervisor or superintendent shall be present on the Project Site at all times as required to perform adequate supervision and coordination of Consultant's Services. County reserves the right to enter into Agreements with other firms or entities to assist County with its review of the deliverables, any project component(s) and the work.

18.22 Inspector General: Provider agrees to comply with the Inspector General in any investigation, audit, inspection, review or hearing performed pursuant to Section 20.055, Florida Statutes.

18.23 Lawful Claims and Demands: Should any outstanding claims by subconsultants or suppliers incurred in the performance of the Services materialize after County has made Payment to Consultant, Consultant will indemnify and save County harmless from such claims. Acceptance by Consultant of payment shall be and shall operate as a release to County of all claims and all liabilities to Consultant, other than claims in stated amounts as may be specifically excepted by Consultant for things done or furnished in connection with the provision of the Services, and for every act and neglect of County and others relating to or arising out of the provision of the Services covered under this Agreement. Any payment, however final or otherwise, shall not release Consultant or its sureties from any obligations under the Agreement.

18.24 Lobbying: Consultant shall not, in connection with the Agreement, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any County officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any County officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, Services, employment, or contracts of any kind.

18.25 Local Preference / Workforce Labor: Not Applicable in this Agreement

18.26 Materials, Services, and Facilities: It is understood that, except as otherwise specifically stated in the Contract Documents, Consultant shall provide and pay for all materials, labor, tools, equipment,

water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Services within the specified time.

18.27 Non-Collusion: Consultant agrees that neither it, nor any of its officers, partners, agents or employees have entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of a free competitive solicitation in connection with this Agreement, and that Consultant intends to do the work with its own bonafide employees or subconsultants and has not provided a Proposal for the benefit of another consultant. Furthermore, Consultant certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a Proposal on any public contract.

18.28 Project Site Conditions: Consultant shall be deemed to have examined the Project Site, if applicable and to have secured full knowledge of all conditions under which the Services are to be executed and completed.

18.29 Protection of Persons: Consultant will be responsible for the safety of its employees and the employees of its subconsultants and subcontractors, during the provision of their Services. Consultant will be responsible for initiating, maintaining and supervising all safety programs in connection with the provision of their Services in accordance with applicable safety standards and regulations, as promulgated by the United States Occupational Safety and Health Act and those of County. Consultant shall report promptly to County any accident or unusual occurrence during the performance of the Services, including personal injury or death to any Consultant employee, sub-consultant or subcontractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property.

18.30 Public Entity Crime: Pursuant to 287.133, Florida Statute, 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 s. 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

18.31 Relationship: Consultant is an independent Consultant to County in performing its Services under this Agreement and is not an employee, agent, joint-venture, or partner of County.

18.32 Risk of Loss: Until the Services have been accepted by County, risk of loss or damage to any work product, whether partially or fully completed, that is associated with the Services shall remain with Consultant.

18.33 Schedules, Reports and Records: Consultant shall submit to County cost schedules, progress schedules, estimates, records, reports, and any other data, as related to the provision of the Services covered under the Agreement. Furthermore, County, Gulf Ecosystem Restoration Council, The Gulf Consortium and Inspector General reserves the right to inspect and audit Consultant's books and records relating to the Agreement, when deemed appropriate by County. All schedules, reports and records of Consultant, as they relate to the Agreement, shall be retained by Consultant for a period of six (6) years from the date of final payment under the Agreement.

18.34 Scrutinized Companies: Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000 or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

18.35 Security and Confidentiality: Consultant shall comply fully with all security procedures of County in the performance of the Agreement. Consultant shall not divulge to third parties any information obtained by Consultant or its agents, subconsultants, subcontractors, officers or employees in the course of the provision of the Services without written consent of County. However, Consultant shall be permitted to release information to third parties if such information is publicly available through no fault of Consultant, information that Consultant developed independently without relying on County's information, or information that is otherwise obtainable under State and Federal law as a public record. To insure confidentiality, Consultant shall take appropriate steps as to its personnel, agents, subconsultants and subcontractors. The warranties of this paragraph shall survive the Agreement.

18.36 Severability: If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

18.37 Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

18.38 Taxes: Consultant shall pay all sales, consumer, use and other similar taxes required to be paid by Consultant in accordance with the laws and regulations of the State of Florida which are applicable to the provision of the Services under the Agreement. County will not pay for any personal property taxes levied on Consultant or for any taxes levied on Consultant's employees' wages. County is a political subdivision of the State of Florida and holds a State of Florida Sales Tax Exemption Certificate (No. 85-8012621778C-1). All purchases made by County directly from a dealer, distributor or manufacturer are exempt from sales, consumer, use and other similar taxes.

18.39 Waiver: The delay or failure by County to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of County's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right by County.

19.0 Federal Contract Provisions: The Consultant and any subconsultant hereby agrees to comply with the requirements set forth in Federal Contract Provision, attached hereto and made a part hereof as Exhibit "B."

20.0 Attachments D1-D3: The Consultant and any subconsultant hereby acknowledges and agrees to comply with the requirements set forth in Consortium Agreement Attachments D1-D3, attached hereto and made a part hereof as Exhibit "B."

21.0 Gulf Coast Ecosystem Restoration Council Financial Assistance Standard Terms and Conditions (August 2015) and Special Award Conditions: Consultant and any subconsultant hereby agrees to comply with the requirements set forth in "Gulf Coast Ecosystem Restoration Council Financial Assistance Standard Terms and Conditions."

22.0 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements as adopted pursuant to 2 CFR § 5900.101: Consultant and any subconsultant agrees to comply with the requirements set forth in the "2 CFR, Part 200."

23.0 Gulf Consortium Subrecipient Policy and Grant Manual: Consultant and any subconsultant agrees to comply with the requirements set forth in the "Gulf Consortium Subrecipient Policy and Grant Manual."

24.0 Gulf Consortium, State of Florida State Expenditure Plan: Consultant and any subconsultant agrees to comply with the requirements set forth in the "State of Florida State Expenditure Plan submitted pursuant to the Spill Impact Component of the RESTORE Act." (33 U.S.C. § 1321(t)(3)).

25.0 Sub-Contracts: The Consultant agrees to include in all subcontracts, that the subconsultant is bound by the terms of this Agreement, and the subcontractor is bound by all applicable state and federal laws and regulations.

26.0 Authority: Each person signing the Agreement warrants that he or she is duly authorized, qualified, duly organized to do business under the laws of the State of Florida and to bind the respective party to the Agreement.

IN WITNESS WHEREOF, this Agreement is accepted by the Parties as of the date noted below.

CONSULTANT

Signature of Witness (1)

Printed Name of Witness (1)

By: _____

Signature of Witness (2)

Printed Name of Witness (2)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2020, by _____ as _____ who is personally known to me or who produced _____ as identification.

Witness my hand and official seal this ____ day of _____, 2020.

NOTARY PUBLIC

Printed Name: _____

Commission No.: _____

Expiration Date: _____

ATTEST:

ANGELA VICK, CLERK

CITRUS COUNTY, FLORIDA, A POLITICAL
SUBDIVISION OF THE STATE OF FLORIDA

BY: _____

BRIAN J. COLEMAN, CHAIRMAN

DATE: _____

APPENDIX D

Required Forms

**Certification Regarding Debarment, Suspension, and Other Responsibility
Matters Primary Covered Transactions**

CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS
CITRUS COUNTY, FLORIDA

***Certification Regarding Debarment, Suspension, and Other
Responsibility Matters Primary Covered Transactions***

(Compliance with 2 CFR Parts 180 and 1200)

(1) By signing and submitting this proposal, the prospective primary Consultant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or Local agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction or violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

(3) The prospective primary Consultant 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 sub-contracts and in all solicitations for sub-contractors exceeding the \$25,000 threshold.

Name

Title

Signature

Name of Company

**Certification of Sub-Contractor Participants Regarding Debarment, Suspension,
and Other Ineligibility and Voluntary Exclusion**

CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS
CITRUS COUNTY, FLORIDA

***Certification of Sub-Contractor Participants Regarding Debarment,
Suspension, and Other Ineligibility and Voluntary Exclusion***

(Compliance with 2 CFR Parts 180 and 1200)

(1) By signing and submitting this proposal, the prospective primary Consultant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or Local agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction or violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

(3) The prospective primary Consultant 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 sub-contracts and in all solicitations for sub-contractors exceeding the \$25,000 threshold.

Name

Title

Signature

Name of Company

Conflict of Interest Statement

CITRUS COUNTY, FLORIDA

I am the _____ of _____.

(Insert Title) (Insert Company Name)

- A. The CONSULTANT/CONTRACTOR hereby submits a proposal/offer to the Citrus County Board of County Commissioners, Citrus County, Florida in response to the Request for Qualification.
- B. The CONSULTANT/CONTRACTOR has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
- C. The CONSULTANT/CONTRACTOR states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated CONSULTANT/CONTRACTOR has no financial interest in other entities submitting a proposal for the work contemplated hereby.
- D. Neither the CONSULTANT/CONTRACTOR nor the above named CONSULTANT/CONTRACTOR has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
- E. Neither the CONSULTANT/CONTRACTOR nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.
- F. Neither the CONSULTANT/CONTRACTOR nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
- G. I hereby also certify that no member of the CONSULTANT/CONTRACTOR's ownership or management or staff has a vested interest in any of County's Division/Department/Office.
- H. I certify that no member of the CONSULTANT/CONTRACTOR's ownership or management is presently applying, actively seeking, or has been selected for an elected position within Citrus County Board of County Commissioner's government.
- I. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the County in writing.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this **Conflict of Interest Statement**, is truthful and correct at the time of submission.

Name

Signature

Drug-Free Workplace Certification

CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS
CITRUS COUNTY, FLORIDA

Drug-Free Workplace Certification

(In Compliance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 702-706) or (Section 287.087 Florida Statute)

The drug-free certification form below must be signed and returned with the RFP response.

Whenever two or more proposals that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied Proposers have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

A. 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.

B. Inform employees about the dangers of drug abuse in the workplace, the business' 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.

C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.

D. In the statement specified in the first paragraph, 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 five (5) days after such conviction.

E. 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.

F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in **this Drug-Free Workplace Certification**, is truthful and correct at the time of submission.

Name

Title

Signature

Name of Company

Non-Collusion/Lobbying Certification

CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS
CITRUS COUNTY, FLORIDA

Non-Collusion/Lobbying Certification

(Compliance with 49CFR, Section 20.100 (b))

This statement is submitted with the Request for Qualifications, Contract Number RFQ 20-045, titled "Professional Engineering Services for the Design, Post Design, Permitting & Bidding Services of the Barge Canal Boat Ramp Project"

A. NON-COLLUSION PROVISION CERTIFICATION.

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

B. LOBBYING CERTIFICATION.

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No County 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 either directly or indirectly an officer or employee of the County, Federal Agency, or Member of Congress in connection with the awarding of any County or Federal Contract.
2. If any funds other than County appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of Citrus County Board of County Commissioners, Federal, State or an officer or employee in connection with this contract, the undersigned shall complete and submit Standard Form-LLL "Disclosure of Lobbying Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers and that all consultants and subcontractors shall certify and disclose accordingly. 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 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any persons who fail to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each failure. In addition, the Consultant/Contractor understands and agrees that the provision of 31 U.S.C. 3801 et seq. and provisions of 11.062, Florida Statutes, apply to this certification and disclosure.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in **the Non-Collusion/Lobbying Certification**, is truthful and correct at the time of submission.

Name

Title

Signature

Name of Company

Professional Services Commitment Statement

CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS

CITRUS COUNTY, FLORIDA

Professional Services Commitment Statement

(Disadvantaged business and minority vendors, as defined in the Code of Federal Regulations (CFR) and Florida Statutes (FS) must have the opportunity to participate on contracts with Federal and/or State grant assistance.)

Submit this form as required in the Request for Proposal or alternatively, at the time of Expanded Letter of Response is due:

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

The proposed Prime and subconsultants/subvendors' work is as follows:

Prime Consultant/Contractor	<u>Type of Work</u> (List each type of work separately, only one type of work per line)	% of overall contract amount	DBE	Small Business	Non-DBE/ Non-Small Business
Federal Tax ID No. :			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Firm Name:					
Phone No.:					
Address:					
Yr. Firm Established					

Subconsultant/Subvendor	<u>Type of Work</u> (List each type of work separately, only one type of work per line)	% of overall contract amount	DBE	Small Business	Non-DBE/ Non-Small Business
Federal Tax ID No. :			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Firm Name:					
Phone No.:					
Address:					
Yr. Firm Established					

Subconsultant/Subvendor	Type of Work (List each type of work separately, only one type of work per line)	% of overall contract amount	DBE	Small Business	Non-DBE/ Non-Small Business
Federal Tax ID No. :			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Firm Name:					
Phone No.:					
Address:					
Yr. Firm Established					

Federal Tax ID No. :			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Firm Name:					
Phone No.:					
Address:					
Yr. Firm Established					

Federal Tax ID No. :			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Firm Name:					
Phone No.:					
Address:					
Yr. Firm Established					

Federal Tax ID No. :			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Firm Name:					
Phone No.:					
Address:					
Yr. Firm Established					

Subconsultant/Subvendor	<u>Type of Work</u> (List each type of work separately, only one type of work per line)	% of overall contract amount	DBE	Small Business	Non-DBE/ Non-Small Business
Federal Tax ID No. :			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Firm Name:					
Phone No.:					
Address:					
Yr. Firm Established					

Federal Tax ID No. :			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Firm Name:					
Phone No.:					
Address:					
Yr. Firm Established					

Name

DUNS Number

Title

Tax ID Number

Firm

Street Address, City, State, Zip

Signature

APPENDIX E

Respondent's Representation and Certification Form

RESPONDENT'S REPRESENTATION AND CERTIFICATION FORM

(Page 1)

NAME OF RESPONDENT: _____

In submitting a Proposal, Respondent understands, represents, and certifies the following (if the Respondent cannot so certify to any of following, the Respondent shall submit with its Proposal a written explanation of why it cannot do so). If County finds, before or after Award of the Proposal that Respondent was not truthful concerning any of the following, County shall have the right to terminate the Award without liability and, at its discretion, to seek damages from Respondent, if damages result to County from such act, in any way what so ever.

Compliance with Laws: Respondent shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws, shall include, but not be limited to, Chapter 287, Florida Statutes, the Uniform Commercial Code, the Immigration and Nationalization Act, the Americans with Disabilities Act, the United States Occupational Safety and Health Act, the United States Environmental Protection Agency, the State of Florida Department of Environmental Protection, Code of Federal Regulations and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, sexual orientation, gender identity or expression or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

Initial _____

Conflict of Interest: Respondent covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner of degree with the performance of the Services covered under this Agreement. Furthermore, Respondent warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Respondent to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Respondent any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Respondent, and its sub-consultants at any tier, certify that they have not entered into any contract, sub-contract, or arrangement in connection with the Project covered under this Agreement, or of any property included or planned to be included in the Project, in which any member, officer, or employee of Respondent or its sub-consultants, during its tenure, or for two years thereafter, has any interest, direct or indirect. Respondent, and its sub-consultants at any tier, shall insert the following provision into each of their contracts and sub-contracts:

"No member, officer, or employee of the sub-consultant, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."

Initial _____

Convictions: Respondent has fully informed Owner of all convictions of the firm, its affiliates (as defined in section 287.133(1) (a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.

Initial _____

Debarment: Respondent certifies to the best of their knowledge and belief, that they and their principals 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Municipal, County, State or Federal department or agency, 2) have not, within a three-year period preceding execution of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property, 3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above, 4) have not within a three-year period preceding execution of this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default, and 5) will advise County immediately if their status changes and will provide an explanation for the change in status.

Initial _____

Drug Free Workplace: Respondent certifies that it has a Drug-Free Workplace Program in accordance with the Drug-Free Workplace Act of 1988. (41 U.S.C. 702-706)

Initial _____

RESPONDENT'S REPRESENTATION AND CERTIFICATION FORM

(Page 2)

Discriminatory Vendor: Respondent certifies that they are not subject to Section 287.134 (2)(a) which specifies that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a contractor, supplier, sub-consultant, or consultant under a contract with any public entity, and may not transact business with public entity.

Initial _____

Equal Employment Opportunity: Respondent shall not discriminate on the basis of race, color, sex, sexual orientation, gender identity, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title 49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et. seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other Federal and State discrimination statutes. Respondent shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed sub-consultants as the State of Florida Department of Transportation, the Secretary of Labor, or County may require. The above shall be required of any sub-consultant hired by Respondent. All Equal Employment Opportunity requirements shall be included in all non-exempt sub-contracts entered into by Respondent. Sub-contracts entered into by Respondent shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying sub-consultant. Additionally, Respondent shall insert in its sub-contracts a clause requiring sub-consultants to include these provisions in any lower tier sub-contracts that may in turn be made. Respondent shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state sub-consultants is NOT allowed.

Initial _____

E-Verification System: Respondent shall comply with the Executive Order No. 12989 as amended, and Executive Order No. 11-116, and agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of one (1) all persons employed by the Respondent during the contract term to perform any duties within Florida; and two (2) all persons, including sub-consultants, assigned by the Respondent to perform work pursuant to this Contract. Respondents meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

Initial _____

Immigration and Nationality Act: Respondent shall comply with all immigration laws as outlined in [8 USC § 1324a - Unlawful employment of aliens](#). County will not intentionally award County contracts to any Respondent who knowingly employs unauthorized Alien workers. Any violation of the employment provisions outlined in the Immigration and Nationality Act throughout the term of any Agreement with County may result in immediate termination of the Agreement. County will consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of the Agreement, by County, if Consultant knowingly employs unauthorized aliens.

Initial _____

Lobbying: Respondent shall not, in connection with the Agreement, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any County officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any County officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, Services, employment, or contracts of any kind.

Initial _____

Non-Collusion: Respondent agrees that neither it, nor any of its officers, partners, agents or employees have entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of a free competitive solicitation in connection with this Agreement, and that Respondent intends to do the work with its own bona fide employees or sub-consultants and has not provided a Proposal for the benefit of another Consultant. Furthermore, Respondent certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a Proposal on any public contract.

Initial _____

RESPONDENT'S REPRESENTATION AND CERTIFICATION FORM

(Page 3)

Prohibited Interests: Respondent, and its sub-consultants at any tier, certify that they have not entered into any contract, sub-contract, or arrangement in connection with the project covered under this Request for Qualification, or of any property included or planned to be included in the project, in which any member, officer, or employee of the Respondent or its sub-consultants, during its tenure, or for two years thereafter, has any interest, direct or indirect.

Initial _____

Public Entity Crime: Pursuant to 287.133, Florida Statute, 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 Proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a 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 Proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-consultant, 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 s. 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Initial _____

Scrutinized Companies: Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000 or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

Initial _____

Respondent certifies that they comply (or will comply) with the above statements concerning: Lobbying, Non-Segregated Facilities, Public Entity Crime, Conflict of Interest, Compliance With Laws, Discriminatory Vendor, Debarment, Non-Collusion, Prohibited Interests, Convictions, Drug Free Workplace, Equal Employment Opportunity, E-Verify and Scrutinized Companies .

If Respondent cannot attest to any of the above, they must submit an explanation as to why on their letterhead, signed by the individual signing this Form, and attach such to this Form.

Respondent's Name: _____

Federal Employer Identification No.: _____

DUNS Number: _____

Respondent's Address: _____

By: _____

Signature

Name: _____

Print Name

Title: _____

Secretary/Assistant Secretary/President/Vice President/Assistant Vice President

Phone No.: _____ Fax No.: _____

E-Mail Address: _____

Date: _____

CORPORATE SEAL

APPENDIX F
List of Subconsultants

LIST OF SUB-CONSULTANTS

In the Space below, Respondents shall list sub-consultants they intend to utilize for the performance of major aspects of the Services covered under this Request for Qualifications. Respondents shall indicate the sub-consultants' name and address and what part of the Services the sub-consultant will be performing. Also, provide a brief description of their qualifications for performing the proposed work.

NAME, ADDRESS AND WORK TO BE PERFORMED	QUALIFICATIONS

Respondent's Name: _____

Federal Employer Identification No.: _____

DUNS Number: _____

Respondent's Address: _____

By: _____

Signature

Name: _____

Print Name

Title: _____

Secretary/Assistant Secretary/President/Vice President/Assistant Vice President

Phone No.: _____ Fax No.: _____

E-Mail Address: _____

Date: _____

APPENDIX G

Addenda Acknowledgement Form

ADDENDA ACKNOWLEDGEMENT FORM

By signing below, Respondent acknowledges that...

- Respondent has received all addenda associated with this Request For Qualifications:

____ ADDENDUM # 1 ____ ADDENDUM # 2 ____ ADDENDUM # 3 ____ ADDENDUM # 4
____ ADDENDUM # 5 ____ ADDENDUM # 6 ____ ADDENDUM # 7 ____ ADDENDUM # 8
____ ADDENDUM # 9 ____ ADDENDUM # 10 ____ ADDENDUM # 11 ____ ADDENDUM # 12

Respondent's Name: _____

Federal Employer Identification No.: _____

DUNS Number: _____

Respondent's Address: _____

By: _____

Signature

Name: _____

Print Name

Title: _____

Secretary/Assistant Secretary/President/Vice President/Assistant Vice President

Phone No.: _____ Fax No.: _____

E-Mail Address: _____

Date: _____

CORPORATE SEAL

APPENDIX H

Federal Contract Provisions

The Federal Contract Provisions

United States of the Treasury-CFDA 87.052 – Gulf Coast Ecosystem Restoration Council Oil Spill Impact Program

The services performed by the awarded Consultant/Contractor, Contractor or subcontractor shall be in compliance with all applicable grantor regulations/requirements, and additional requirements specified in this document in the completion of the activity, program or project.

It shall be the awarded Consultant, Contractor or subcontractor's responsibility to acquire and utilize the guidelines that apply to the work required to complete this project. The Consultant, Contractor, or subcontractor will insert these contract provisions in each contract/sub-agreement. Consultant/Contractor is responsible for compliance with these contract provisions.

The County must comply, and require each of its Consultants/Contractors, and subcontractors employed in the completion of the activity, project, or program to comply with all federal statutes, federal regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars, Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this federal financial assistance award ("Award"), as applicable, in addition to the certifications and assurances required at the time of application. This Award is subject to the laws and regulations of the United States.

Any inconsistency or conflict in Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this Award will be resolved according to the following order of precedence: federal laws, federal regulations, applicable notices published in the Federal Register, EOs, OMB circulars, Treasury's Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions. Special Award Conditions may amend or take precedence over Standard Terms and Conditions and Program-Specific Terms and Conditions.

501(c)(4) Entities. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code that engages in lobbying activities, from receiving federal funds, including through an award, grant, and/or subgrant. County shall ensure that its Consultant/Contractors and subconsultants comply with this requirement.

Administrative, Contractual, or Legal Remedies: Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative (as defined in 31 C.F.R. § 34.2), contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Administrative cost do not include indirect costs that are identified specifically with, or readily assignable to facilities, as defined in 2 C.F.R. § 200.414.

Dispute Resolution: For any dispute concerning performance of the Agreement, which includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission, County shall attempt to reach a mutual Agreement as to the settlement and resolution of the dispute with Consultant/Contractor. Should a mutual Agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on Consultant/Contractor. The decision shall be final and conclusive.

Affirmative Action: In accordance with 2 C.F.R. § 200.321, the Consultant/Contractor and its subcontractors must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The Consultant/Contractor agrees to use affirmative steps, and to require its subcontractors and sub-Consultants to utilize affirmative

steps, to ensure that minority businesses and women's business enterprises are used when possible. Such affirmative steps shall at a minimum include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using 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; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.
- (7) As used herein, the term "minority and women business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. Prior to award of any subcontract under this Agreement, Consultant/Contractor shall document its efforts made to comply with the requirements of this paragraph. The Consultant/Contractor shall state that it is an Equal Opportunity or Affirmative-Action employer in all solicitations or advertisements for subcontractors or employees who shall perform work under this Agreement.

Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352): Consultant/Contractors 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. The Consultant/Contractor shall certify compliance.

Consultant/Contractors must certify it will not and has not used Federal appropriated funds that have been paid or will be paid, by or to any person or organization for influencing or attempting to influence an officer or employee of an 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. The certification includes any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Compliance with Laws: The Consultant/Contractor shall comply with all applicable federal, state and local laws, rules, and regulations, and Consortium policies and regulations in performing under this Agreement, including but not limited to the federal laws, regulations rules, policies, and executive orders described in **Attachments D-1, D-2, and D-3** hereto. The failure of this

Agreement to specifically reference a particular federal or state law or regulation, or policy or regulation of the Gulf Consortium, shall not excuse Consultant/Contractor from compliance with same to the extent such law, regulation, or policy is applicable to Consultant/Contractor's performance of the Project. The Consultant/Contractor further agrees to include this provision in all subcontracts entered into under this Agreement.

Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701–3708): Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, each Consultant/Contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Copeland Anti Kick Back Act: Consultant/Contractors shall comply with all the requirements of the Copeland Anti-Kickback Act (18 U.S.C. § 874 and 40 U.S.C. § 3145, as supplemented by Department of Labor regulations at 29 CFR Part 3), which are incorporated by reference to this Agreement. County and its Consultant/Contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

Copyright, Patent, and Trademark: The RESTORE Council and the Consortium reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal and Consortium purposes: (a) The copyright in any work developed under this Award, including pursuant to any sub-award or subcontract. (b) Any right or copyright to which a Consultant/Contractor, sub-Contractor, or a contractor purchases ownership with funds pursuant to this Award. (c) All patent rights, copyrights and data rights must be in accordance with 2 C.F.R. §200.315 and 37 C.F.R. Part 401, as applicable.

Davis-Bacon Act: If applicable, the Consultant/Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. §§ 3141-3144 and 3136-3148), and to require all of its Consultant/Contractors performing work under this Agreement to adhere to same. Consultant/Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Consultant/Contractors are required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County shall place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation documents. The decision to award a contract shall be conditioned upon the acceptance of the wage determination. The County shall must report all suspected or reported violations of the Davis-Bacon Act to the Consortium.

Debarment and Suspension (Executive Orders 12549 and 12689): In accordance with Presidential Executive Order 12549, Debarment and Suspension (2 C.F.R. Part 180), the Consultant/Contractor agrees and certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Consultant/Contractor shall not enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing by the RESTORE Council to the Consortium. The Consultant/Contractor is responsible for reviewing the status of all proposed subcontractors and sub-

awardees in the System for Award Management (SAM) at <https://sam.gov/SAM/> before entering into any subcontract or sub-award under this Agreement. The Consultant/Contractor shall include language incorporating the requirements of this section in all subcontracts or lower tier agreements executed to support the Consultant/Contractor's work under this Agreement.

Disclaimer Provisions: The United States expressly disclaims any and all responsibility or liability to the recipient or third persons for the actions of the County or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Award or any other losses resulting in any way from the performance of this Award or any subaward, contract, or subcontract under this Award.

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Dispute Resolution: For any dispute concerning performance of the Agreement, which includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission, County shall attempt to reach a mutual Agreement as to the settlement and resolution of the dispute with Consultant/Contractor. Should a mutual Agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on Consultant/Contractor. The decision shall be final and conclusive.

Drug Free Workplace Requirements: All Consultant/Contractors entering into Federal funded contracts over the simplified acquisition threshold (as defined at 41 U.S.C. § 134) must comply with the Drug Free Workplace Act of 1988 (41 U.S.C. 8102), which requires the County to take certain actions to provide a drug-free workplace.

Energy Policy and Conservation Act (43 U.S.C. §6201): Consultant/Contractor shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

Environmental Compliance: In performing under this Agreement, Consultant/Contractor shall comply with all of the federal environmental standards and provide information requested by Treasury relating to compliance including but not limited to the following federal statutes, regulations, and executive orders listed below, as applicable:

1. The National Environmental Policy Act (42 U.S.C. § 4321 et. seq.)
2. The Endangered Species Act (16 U.S.C. § 1531 et seq.)
3. Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801
4. Clean Water Act Section 404 (33 U.S.C. § 1344 et seq.)
5. The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712); Bald and Golden Eagle Protection Act (16 U.S.C. § 668 et seq.), and Executive Order No. 13186, Responsibilities of Federal Agencies to Protect Migratory Birds
6. National Historic Preservation Act (54 U.S.C. § 300101 et seq.) and the Advisory Council on Historic Preservation Guidelines (36 CFR part 800)

7. Clean Air Act (42 U.S.C. § 7401 et seq.), Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) (Clean Water Act), and Executive Order 11738 ("Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans")
8. The Flood Disaster Protection Act (42 U.S.C. § 4002 et seq.)
9. Executive Order 11988 ("Floodplain Management") and Executive Order 11990 ("Protection of Wetlands")
10. Executive Order 13112 ("Invasive Species")
11. The Coastal Zone Management Act (16 U.S.C. § 1451 et seq.)
12. The Coastal Barriers Resources Act (16 U.S.C. § 3501 et seq.)
13. The Wild and Scenic Rivers Act (16 U.S.C. § 1271 et seq.)
14. The Safe Drinking Water Act (42 U.S.C. § 300 et seq.)
15. The Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.)
16. The Comprehensive Environmental Response, Compensation and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.)
17. Executive Order 12898 ("Environmental Justice in Minority Populations and Low Income Populations")
18. Rivers and Harbors Act (33 U.S.C. § 407)
19. Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. § 1431 et seq.), and Executive Order 13089 ("Coral Reef Protection")
20. Farmland Protection Policy Act (7 U.S.C. 4201 et seq.)
21. Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.)
22. Pursuant to 2 CFR §200.322, Subrecipient and its contractors 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 during the preceding fiscal year exceeded \$1 0,000; 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.

Equal Employment Opportunity: Except as otherwise provided under 41 C.F.R. part 60, all contracts that meet the definition of "Federally assisted construction contract" in 41 C.F.R. part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246,

"Equal Employment Opportunity" (30 F.R. 12319, 12935, 3 C.F.R. part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

1. The Consultant/Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant/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, sexual orientation, gender identity, 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. The Consultant/Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The Consultant/Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant/Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Consultant/Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant/Contractor's legal duty to furnish information.

4. The Consultant/Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Consultant/Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Consultant/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.

6. The Consultant/Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the Consultant/Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Consultant/Contractor may be declared ineligible for further Government 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.

8. The Consultant/Contractor shall include the provisions of paragraphs (1) through (8) 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 sub-Contractor or vendor. The Consultant/Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided however, that in the event the Consultant/Contractor becomes involved in, or is threatened with, litigation with a sub-Contractor or vendor as a result of such direction, the Consultant/Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Federal Changes: Consultant/Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.

Federal Non-Discrimination Provisions: No person in the United States shall, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance. The Consultant/Contractor is required to comply with all non-discrimination requirements summarized in this section, and to ensure that all contracts/subcontracts contain these nondiscrimination requirements. Consultant/Contractor shall comply with all of the following federally mandated non-discrimination requirements, as applicable:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.)
2. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.)
3. Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101 et seq.)
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794)
5. Revised ADA Standards for Accessible Design for Construction Awards
 - a. Title II of the Americans with Disabilities Act (ADA) (28 C.F.R. part 35; 75 FR 56164, as amended by 76 FR 13285)
 - b. Title III of the ADA (28 C.F.R. part 36; 75 FR 56164, as amended by 76 FR 13286)
6. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.)
7. Parts II and III of EO 11246, "Equal Employment Opportunity," (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967)
8. EO 12086 "Consolidation of contract compliance functions for equal employment opportunity" (43 FR 46501, 1978), requiring federally assisted construction contracts to include the non-discrimination provisions of §§ 202 and 203 of EO 11246 "Equal Employment Opportunity" (41 C.F.R. § 60-1.4(b), 1991)
9. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency"

10. Pilot Program for Enhancement of Employee Whistleblower Protections. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. No. 112-239, enacted January 2, 2013 and codified at 41 U.S.C. § 4712)

Gratuities and Kickbacks: It shall be unethical for any person to offer, give, or agree to give any Consortium Board Member, Consultant/Contractor or their employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.

It shall be unethical for any person to offer, give, or agree to give any Consortium Board Member, Consultant/Contractor or their employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.

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

Lobbying Prohibition and Conflict of Interest: The Consultant/Contractor agrees to comply with, and include in subcontracts, the following provisions:

1. The Consultant/Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant/Contractor, to any person for influencing or attempting to influence an officer or employee of an 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. The Consultant/Contractor certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
3. Pursuant to 2 C.F.R. §200.450 and 2 C.F.R. §200.454(e), the Consultant/Contractor is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.
4. If this Agreement is for more than \$100,000, and 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 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 Consultant/Contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."
5. Hatch Act. In accordance with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), no funds provided, nor personnel employed under this Agreement, shall be in any way or any extent engaged in the conduct of political activities.

6. Conflict of Interest: The Consultant/Contractor shall comply with Section III. C., of the Florida State Expenditure Plan (FSEP) entitled "Conflict of Interest" in its performance of this Agreement.

The Consultant/Contractor shall not employ or retain any person or entity with a financial interest in the Project. The Consultant/Contractor shall not employ, retain, or otherwise grant any financial interest in the Project to any person employee, agent, Consultant/Contractor, officer, or elected or appointed official of the Consultant/Contractor who may exercise or have exercised any functions or responsibilities with respect to the Project, or who are in a position to participate in a decision-making process or gain inside knowledge to the Project, either for themselves or anyone with whom they have business or immediate family ties. The Consultant/Contractor must disclose in writing any potential conflict of interest to the Consortium immediately upon becoming aware of same.

Prohibited and Criminal Activities:

- a. The Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3812), provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the federal government for money (including money representing grants, loans or other benefits).
- b. False Statements, as amended (18 U.S.C. § 1001) provides that whoever makes or presents any materially false, fictitious, or fraudulent statements to the United States shall be subject to imprisonment of not more than five years.
- c. False, Fictitious, or Fraudulent Claims, as amended (18 U.S.C. § 287) provides that whoever makes or presents a false, fictitious, or fraudulent claim against or to the United States shall be subject to imprisonment of not more than five years and shall be subject to a fine in the amount provided in 18 U.S.C. § 287.
- d. False Claims Act, as amended (31 U.S.C. 18 U.S.C. § 3729 et seq.), provides that suits under this act can be brought by the federal government, or a person on behalf of the federal government, for false claims under federal assistance programs

Prompt Payment Act/Payment by Federal Funds: Pursuant to Chapter 218, Section VII of the Florida Statutes, Consultant/Contractor is advised that County's payment to Consultant/Contractor for its Services, or the time of payment, may be contingent upon County's receipt of federal funds or federal approval.

Publications and Signage: Any publications (except scientific articles or papers appearing in scientific, technical, or professional journals) or signage produced with funds from this Award, or informing the public about the activities funded in whole or in part by this Award, must clearly display the following language:

"This project **RFQ 20-045 Professional Engineering Services for the Design, Post Design, Permitting, and Bidding Assistance** was prepared by [Citrus County, Florida] using Federal funds under the award **[GNTSP20FL0107]** from the Gulf Coast Ecosystem Restoration Council (RESTORE Council). The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the RESTORE Council."

Remedies for Non Compliance: If Treasury determines that the Consultant/Contractor has expended Direct Component funds to cover the cost of any ineligible activities, in addition to the remedies available in the Standard Terms and Conditions, per 31 C.F.R. § 34.804, Treasury will make no additional payments to the Consultant/Contractor from the Gulf Coast Restoration Trust Fund (Trust Fund), including no payments from the Trust Fund for activities, projects, or programs other than Direct Component activities, projects, or programs, until the Consultant/Contractor has either (1) deposited an amount equal to the amount expended for the ineligible activities in the Trust Fund, or (2) Treasury has authorized the recipient to expend an equal amount from the Consultant/Contractor's own funds for an activity that meets the requirements of the RESTORE Act. b. If Treasury determines the Consultant/Contractor has materially

violated the terms of this Award, Treasury will make no additional funds available to the Consultant/Contractor from any part of the Trust Fund until the recipient corrects the violation.

Revised ADA Standards for Accessible Design for Construction Awards: The U.S. Department of Justice has issued revised regulations implementing Title II of the ADA (28 C.F.R. Part 35) and Title III of the ADA (28 C.F.R. Part 36). The revised regulations adopted new enforceable accessibility standards called the “2010 ADA Standards for Accessible Design” (2010 Standards). The 2010 Standards are an acceptable alternative to the Uniform Federal Accessibility Standards (UFAS). Treasury deems compliance with the 2010 Standards to be an acceptable means of complying with the Section 504 accessibility requirements for new construction and alteration projects. All new construction and alteration projects must comply with the 2010 Standards.

Right to Inventions Under Federal Grants. If applicable, County and its Consultant/Contractors shall comply with the requirements of 37 C.F.R. 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.

Safeguarding Personal Identifiable Information: Consultant/Contractors and subconsultants will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

Scrutinized Companies: Consultant/Contractor agrees to observe the requirements of Section 287.135, Florida Statute, for applicable contracts entered into for the performance of work under the Agreement.

Special Conditions: In accordance with 2 C.F.R. 200.205 and 200.207, the Consortium may impose certain special award conditions on Subrecipient where warranted. Consultant/Contractor shall comply with all special conditions applicable to the Agreement

Sub-Awards (31 C.F.R. Part 34, 2 C.F.R. Part 200, and 2 C.F.R. 200.302): the RESTORE Council's Financial Assistance Standard Terms and Conditions, and the Consortium's Subrecipient Policy. All Consultant/Contractors/ Contractors/Subcontractors under this Agreement shall be subject to the same performance, financial, and reporting requirements as the County.

Unauthorized Employment: The employment of unauthorized aliens by a Consultant/Contractor/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Consultant/Contractor/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Consultant/Contractor shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

APPENDIX I

Florida State Expenditure Plan for Citrus County, Florida (FSEP Project No. 13-2)

CITRUS COUNTY

Barge Canal Boat Ramp

PROJECT NO. 13-2

Project Description

OVERVIEW AND LOCATION

This project involves the construction of a new public boat ramp on the north side of the Cross Florida Barge Canal (CFBC) in northern Citrus County. **Figure 13-2A** shows the location of the proposed boat ramp.

NEED AND JUSTIFICATION

The CFBC was authorized by Congress in 1942 as a national defense project to facilitate ship and barge traffic across northern Florida. The project was originally designed with dams and locks to protect the underground water supply. Support for the project from Congress was sporadic, and funds were never allocated to U.S. Army Corps of Engineers (USACE) to actually start construction. Planning was once again given the go-ahead in 1963 with support from President John F. Kennedy, who allocated \$1 million to the project, and construction was started in 1964. It was hoped that the CFBC, along with the St. Johns-Indian River Barge Canal, would provide a quicker and safer route across Florida by 1971. Opponents subsequently campaigned against the canal on environmental grounds, and the project was halted again in 1971 by President Richard Nixon's signing of an executive order. Approximately \$74 million had been spent on the project up until the 1971 cessation of activities. It was officially cancelled in 1991. In 1998, the right-of-way was turned over to the State of Florida and became the Marjorie Harris Carr Cross Florida Greenway, named in honor of Marjorie Harris Carr, who had led opposition to the canal. The Greenway is managed by the Florida Department of Environmental Protection (FDEP).

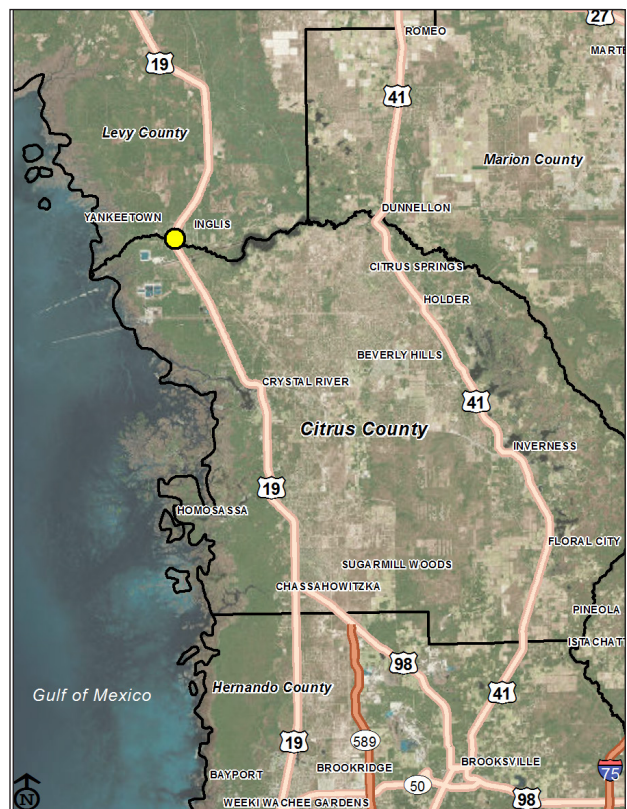


Figure 13-2A. Location of the proposed boat ramp on the Cross Florida Barge Canal.

Since the closure of the project, the state and local governments have sought to use completed portions of the CFBC to provide recreational opportunities and improve public access to waterways. The western portion of the CFBC was completed from the Gulf of Mexico to Lake Rousseau. This segment of the CFBC is dredged to an approximate depth of -10 feet Mean Low Water, providing safe, and high-volume, deep-water boating access to the Gulf.

Currently there are a limited number of public boat ramps in Citrus County. During the summer scallop season, existing boat ramp facilities on the Homosassa River and Crystal River are well over capacity, and demand is increasing. In addition, the federally protected West Indian manatee uses spring discharges at the headwaters of these rivers extensively for feeding, calving, and winter refuge. Heavy boat traffic in the Homosassa River and Crystal River is incompatible with the protection of this species. Shifting some of this boat traffic to the CFBC will meet growing public demand for Gulf access without putting additional pressure on manatee populations.

PURPOSE AND OBJECTIVES

The purpose of this project is to provide safe, and high-volume, deep-water boating access to the Gulf of Mexico for residents and visitors without incurring new environmental impacts. Project objectives include: (1) relieve boat traffic at existing public boat ramps facilities on the Homosassa and Crystal River and (2) reduce potential boating impacts on the local West Indian manatee population.

PROJECT COMPONENTS

Citrus County has completed a feasibility study, preliminary design, and regulatory permitting of a major boat ramp facility, to be constructed just west of U.S. Highway 19 on the north side of the CFBC. The project includes a 10-lane boat ramp with 61 parking spaces for vehicles with boat trailers, and 10 non-trailer parking spots on an 8-acre parcel of property currently owned by the Florida State Park Service as part of the Marjorie Harris Carr Cross Florida Greenway. There is also the potential for future expansion of the park to the north to accommodate more trailer parking. **Figure 13-2B** shows a plan view of the project, while **Figure 13-2C** shows a cross section of the boat ramp.

Phase I will include a 4-lane boat ramp with two finger piers consisting of a concrete landing, aluminum gangways, and floating courtesy docks. These finger piers will be Americans with Disabilities Act compliant, with approved sloping, landings, and railings. Phase II will construct the additional six boat ramps and add three finger piers. The boat ramp basin will be dredged to -5 feet MLW, removing approximately 7,300 cubic yards of dredged material. The parking lot area will be used for staging of construction equipment and dewatering of dredged material from the boat ramp construction. Once the ramp construction is complete, the parking lot will be graded and will include dry retention ponds for stormwater treatment. Park amenities will include picnic tables and restrooms. This project is consistent with the Citrus County Manatee Protection Plan and the FDEP Marjorie Harris Carr Cross Florida Greenway Management Plan.

Contributions to the Overall Economic and Ecological Recovery of the Gulf

This project will provide safe, high-volume, deep-water boating access to the Gulf of Mexico for residents and visitors without incurring new environmental impacts. In addition, this project will relieve boat traffic at existing public boat ramp facilities on the Homosassa and Crystal River, thus reducing potential boating impacts on the local West Indian manatee population. Finally, the new facility will support the expansion of already robust recreational, charter, and commercial fishing industries in Citrus County.

SECTION V: Proposed Projects, Programs, and Activities

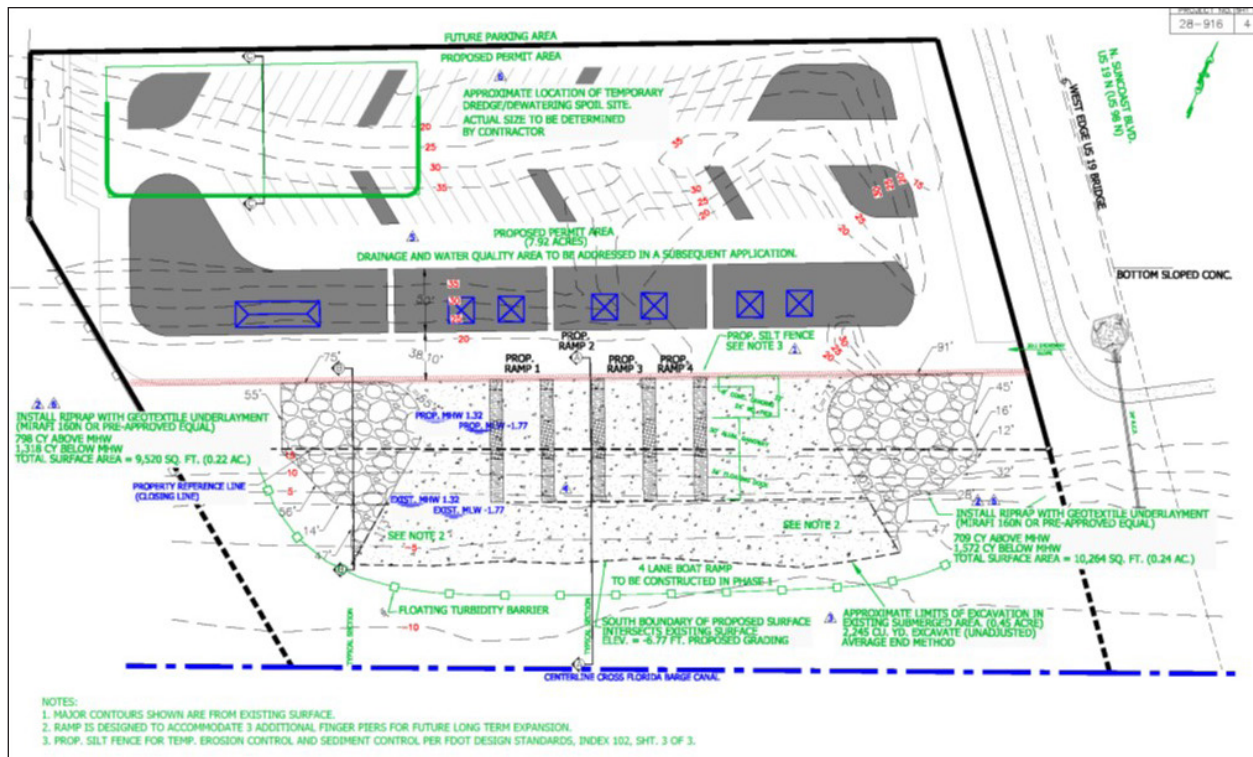


Figure 13-2B. Plan view of the proposed boat ramp facility.

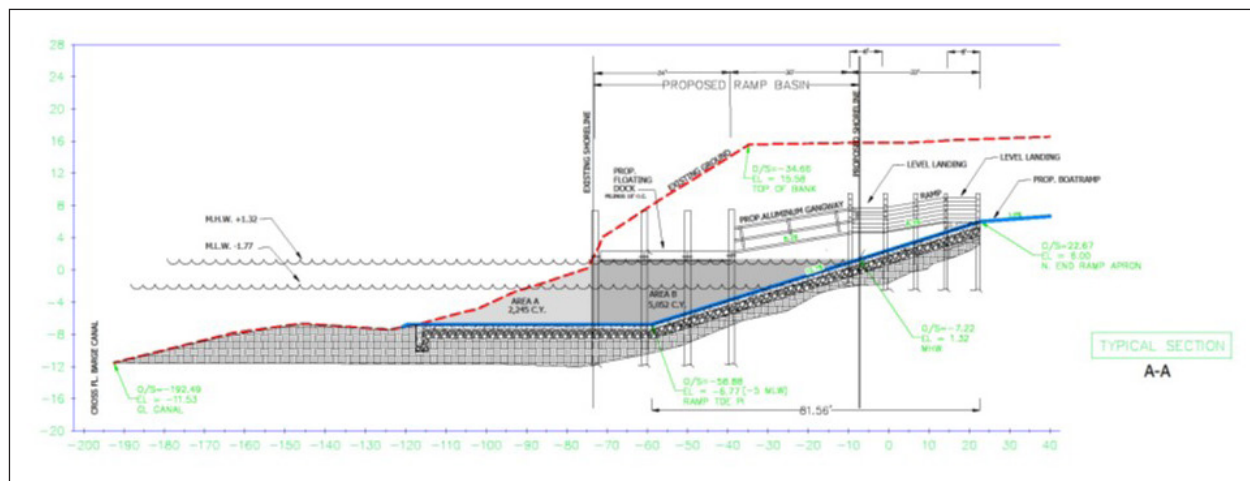


Figure 13-2C. Cross section of the proposed boat ramp facility.

SECTION V: Proposed Projects, Programs, and Activities

Milestones and Schedule

The total estimated time horizon of this project is approximately 7 years. The expected start date is 2019, and the end date is 2025. Implementation of this project has been divided into three milestones, as shown in the chart below.

MILESTONE	YEARS FROM SEP APPROVAL											
	1	2	3	4	5	6	7	8	9	10	11	12
Final design												
Construction												
Success monitoring												

Budget and Funding Sources

Citrus County has developed a total cost estimate of \$5,312,603 for the project. Citrus County is committed to allocating \$3,958,000 of its share of the Florida Spill Impact Component to this program, but will also be seeking other leveraged funding sources to supplement these monies. A summary of the project budget and funding sources is provided in the table below.

MILESTONE	ESTIMATED TOTAL DOLLARS	ESTIMATED POT 3 ALLOCATION
Feasibility study (completed)	\$0	\$0
Preliminary design (completed)	\$0	\$0
Planning Subtotal	\$0	\$0
Final design and permitting	\$1,328,151	\$664,076
Construction	\$3,924,452	\$3,293,924
Implementation Subtotal	\$5,252,603	\$3,958,000
Success monitoring	\$60,000	\$0
Total Cost	\$5,312,603	\$3,958,000
SECURED FUNDING SOURCES		
Spill Impact Component		\$3,958,000
Direct Component		\$0
Other grants or co-funding		\$0
Other County funds (in-house engineering design)		\$1,354,603
Total Secured Funding		\$5,312,603
Budget Shortfall		\$0

Eligibility and Statutory Requirements

This project is consistent with, and addresses, the following RESTORE Act eligible activities:

- Eligible Activity 6: Infrastructure projects benefitting the economy or ecological resources, including port infrastructure
- Eligible Activity 10: Promotion of Tourism in the Gulf Coast Region, including recreational fishing (primary)

Comprehensive Plan Goals and Objectives

This project is consistent with, and addresses, the following Comprehensive Plan Goals:

- Goal 5: Restore and Revitalize the Gulf Economy (primary)
- Goal 3: Replenish and Protect Living Coastal and Marine Resources

This project is consistent with, and addresses, the following Comprehensive Plan Objectives:

- Objective 8: Restore, Diversify, and Revitalize the Gulf Economy with Economic and Environmental Restoration Projects (primary)
- Objective 3: Protect and Restore Living Coastal and Marine Resources

Implementing Entities

Citrus County will be the sole implementing entity and grant sub-recipient responsible for the design, construction, and success monitoring of the program.

Best Available Science and Feasibility Assessment

Citrus County has successfully obtained permits from USACE and a letter of consent from the Southwest Florida Water Management District (SWFWMD). As part of the USACE permitting process, a biological Survey for listed species was completed in 2011.

This project is considered to be feasible with respect to the ability to: (1) obtain necessary permits; (2) effectively design and construct the project elements; (3) operate and maintain the facility over the long-term.

Risks and Uncertainties

Preliminary design and regulatory permitting activities have been completed. In the evaluation of this program, no significant risks or uncertainties have been identified that would preclude project construction.

Success Criteria and Monitoring

This project addresses improvement of boater access to the Gulf. It is anticipated that quantitative success criteria will be developed for:

- Recreational amenities completed
- Public recreational use statistics

In the project grant request, a detailed monitoring program will be described that addresses data collection and assessment methodologies for the above-listed criteria. Citrus County is committed to conducting the monitoring necessary to quantify project benefits.

POTENTIAL LEVERAGED FUNDING SOURCES

Natural Resource Damage Assessment
F01 Strategic Economic and Community Development
F02 Rural Business Development Grants
F30 Planning and Local Technical Assistance Program
F32 Fisheries Finance Program
S.10 Community Planning Technical Assistance Grants
S.11 Competitive Florida Economic Development Project Grant
S.12 Competitive Florida Partnership Grant
S.13 Florida Job Growth Grant Fund
S.14 Small Cities Community Development Block Grant (CBDG) Program
S.20 Coastal Partnership Initiative - Florida Coastal Management Program
S.45 Florida Boating Improvement Program (FBIP)
S.49 Sport Fish Restoration Program

Partnerships/Collaboration

Citrus County will partner with the Florida Fish and Wildlife Conservation Commission through the Florida Boating Improvement Fund to acquire additional grant funding for this project for up to 10 percent of the project cost. Other partners for the project include:

- Levy County
- Alachua County
- Town of Inglis
- Town of Yankeetown
- City of Dunnellon
- Withlacoochee Aquatic Restoration
- The Florida Department of Environmental Protection Park Service (which owns the land)
- Southwest Florida Water Management District