



BAY COUNTY BOARD OF COUNTY COMMISSIONERS

**PURCHASING DEPARTMENT
840 WEST 11TH STREET
SUITE 2500
PANAMA CITY, FLORIDA 32401**

REQUEST FOR QUALIFICATIONS (RFQ)

**ARCHITECTURAL, ENGINEERING, GEOTECHNICAL, AND SURVEYING
PROFESSIONAL SERVICES**

RFQ No. 20-51

TABLE OF CONTENTS

RESPONDENT INSTRUCTIONS.....	3
INTRODUCTION.....	3
QUALIFICATIONS.....	3
SUBMITTAL DEADLINE/DELIVERY.....	3
SOLICITATION DOCUMENTS.....	4
POINT OF CONTACT.....	4
QUESTIONS.....	4
ADDENDA.....	5
SUBMITTAL FORM.....	5
WITHDRAWAL OF SUBMITTALS.....	5
CANCELLATION.....	5
BASIS OF AWARD.....	5
RIGHT TO REJECT.....	5
EXECUTION OF AGREEMENT.....	6
LICENSES.....	6
PUBLIC RECORDS.....	6
REPRESENTATIONS.....	6
SUB-CONSULTANTS.....	6
PROTEST.....	7
LICENSES.....	7
WARRANTY.....	7
EXEMPTION OF MEETINGS/PRESENTATIONS.....	7
SUBMITTAL REQUIREMENTS.....	8
ANTICIPATED SCHEDULE.....	11
EVALUATION PROCESS AND CRITERIA.....	12
ATTACHMENT 1 REQUIRED FORMS.....	14
SUBMITTAL FORM.....	15
ADDENDUM ACKNOWLEDGEMENT.....	16
ANTI-COLLUSION CLAUSE.....	17
CONFLICT OF INTEREST DISCLOSURE FORM.....	18
DRUG FREE WORKPLACE.....	19
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION.....	20
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING.....	21
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS.....	21
TRUTH IN NEGOTIATION CERTIFICATION.....	22
WAIVER OF EXEMPTION OF MEETINGS/PRESENTATIONS.....	23
ATTACHMENT 2 SAMPLE PROFESSIONAL SERVICES CONTRACT 20-51 ARCHITECTURAL, ENGINEERING, GEOTECHNICAL, AND SURVEYING PROFESSIONAL SERVICES.....	24
EXHIBIT 1 SAMPLE TASK ORDER FORM.....	42
EXHIBIT 2 FEDERAL REGULATIONS CONTRACT REQUIREMENTS.....	43
EXHIBIT 3 CONSULTANT’S HOURLY RATES.....	51
EXHIBIT 4 BAY COUNTY INSURANCE REQUIREMENTS.....	52

RESPONDENT INSTRUCTIONS

*Some of the instructions below may not apply to all projects.
The scope of work/specifications shall control any conflicting provisions.*

INTRODUCTION

The Bay County Board of County Commissioners, the Bay County Constitutional Officers (Clerk, Sheriff, Tax Collector, Property Appraiser, & Supervisor of Elections) and the Cities of Callaway, Lynn Haven, Mexico Beach, Panama City, Panama City Beach, Parker, and Springfield "Consortium" are seeking Qualifications from Firms for Architectural, Interior Design, Engineering, Geotechnical, and Surveying Services for projects within the County. Services will be on an as-needed basis for projects to be coordinated with the General Services, Public Works, or Utility Services Departments; however, other County Departments or Divisions may require and access services as well during the terms of the contract. Each individual Consortium member may, in the member's individual discretion, execute a contract with the consultant selected to provide services. Federal requirements (Exhibit 2) may be applicable to task orders issued for projects under the awarded Continuing Services Contracts.

All professional services to be provided under this agreement shall be performed by Professionals licensed to practice in the State of Florida and in strict compliance with the Consultant's Competitive Negotiation Act, 287.055 F.S. (CCNA). Consultants providing services under this contract shall at all times be knowledgeable of the limiting thresholds of the CCNA statutes and shall insure that full compliance therewith is maintained at all times.

It is the intent of the County to contract with several firms in order to meet the anticipated need for services. Contracts awarded under this solicitation will supersede all current continuing services contracts with the County for Architectural/Interior Design and Engineering Services.

All firms chosen to provide professional services to the County shall submit annual statement of qualifications, performance data, hourly price schedules, and insurance certificates.

QUALIFICATIONS

All firms, to include sub-consultants, shall be State of Florida licensed professionals in appropriate categories.

Where applicable, Firms must be FDOT pre-qualified in accordance with F.A.C. 14-75.003, Minimum Technical Qualification Standards by Type of Work, in the appropriate category of work.

SUBMITTAL DEADLINE/DELIVERY

SEALED SUBMITTALS for RFQ NO: 20-51 Architectural, Engineering, Geotechnical, and Surveying Professional Services will be received by the BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA at the Purchasing Department, 840

West 11th Street, Suite 2500, Panama City, Florida 32401 up until 2:00 pm (CDT) Thursday, July 23, 2020. Submittals will be publicly opened immediately following the deadline. It is the sole responsibility of the Respondent to ensure that the Submittal is received on time.

Each Submittal shall be delivered to the Board of County Commissioners Purchasing Department, at 840 W. 11th Street, Suite 2500, Panama City, Florida 32401, no later than the Submittal deadline.

Special Accommodation: Any person requiring a special accommodation at a Pre-Submittal Conference or Submittal opening because of a disability should call the Purchasing Department at (850) 248-8270 at least five (5) workdays prior to the Submittal opening. For Hearing Impaired, Dial 1-800-955-8771 (TOO), and 1-800-955-8770 (Voice).

SOLICITATION DOCUMENTS

Electronic versions of the solicitation documents are available via the Purchasing Department's Web Page <https://www.baycountyfl.gov/169/Purchasing>

- Current Solicitations
- Select Solicitation
- View Documents (at bottom of screen)
- Enter Company Name, Contact Name, Phone Number and Email Address
 - By registering, you will be placed on the plan-holders list for the solicitation. This list is used for communications from the County to prospective respondents.
- Links to the documents will be available in the Related Documents section

Solicitation documents may also be obtained from the Bay County Purchasing Department, 840 West 11th Street, Suite 2500, Panama City, FL 32401.

For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Purchasing Department will make a good faith effort to ensure that all registered respondents (those who have been registered as receiving a solicitation package) receive the documents.

POINT OF CONTACT

The County Purchasing Department will be the only point of contact for this RFQ. Under no circumstances may a Respondent contact any County Commissioner, County Administrator, or County employee concerning this RFQ until after award. Any such contact may result in disqualification as per Bay County Code Section 2-124.

QUESTIONS

Respondents shall submit all questions, in writing, to the Purchasing Department at Purchasing@baycountyfl.gov or FAX to (850) 248-8276. All questions shall be submitted no later than 5:00 pm (CDT) Monday, July 13, 2020.

ADDENDA

If any addenda are issued after the initial specifications are released, the County will post the addenda on the Bay County website: <https://www.baycountyfl.gov/169/Purchasing>

It is the responsibility of the Respondent prior to submission of any Submittal to check the above website or contact the Purchasing Department to verify any addenda issued. The receipt of all addenda must be acknowledged on the addenda response sheet.

SUBMITTAL FORM

To receive consideration, all Submittals shall be made on the forms provided, properly executed and with all items filled out. Do not change the wording of the Submittal Form. No conditions, limitations or provisions will be attached or added to the Submittal Form by the Respondent. Alterations by erasure or interlineations must be explained or noted in the Submittal over the signature of the Respondent.

WITHDRAWAL OF SUBMITTALS

Any Respondent may withdraw its Submittal, either personally or by written request, at any time prior to the scheduled time for opening Submittals. No Respondent may withdraw its Submittal for a period of 180 days after the date for opening and all Submittals shall be subject to acceptance by the County during this period.

CANCELLATION

The County may cancel this RFQ, or reject in whole or in part, when it is in the best interests of the County, as determined by the Board of County Commissioners. Notice of cancellation shall be posted on the County website. The notice shall identify the solicitation, and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurement of similar items.

BASIS OF AWARD

Selection of firms will be in accordance with Section 287.055, Florida Statutes (Consultants Competitive Negotiation Act). All qualified firms will be placed on the County's consultants list.

RIGHT TO REJECT

In accordance with section 2-113 of the Bay County Code, the County reserves the right to:

- a. reject any or all Submittals received;
- b. select and award any portion of any or all Submittal items;
- c. waive minor informalities and irregularities in the Respondent's Submittal.

A Submittal may be rejected if it is non-responsive or does not conform to the requirements and instructions in this RFQ. A Submittal may be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional Submittals, incomplete Submittals, indefinite or ambiguous Submittals, failure to meet deadlines and improper and/or undated signatures. Other conditions which may

cause rejection of Submittals include evidence of collusion, obvious lack of experience or expertise to perform the required work, submission of more than one Submittal for the same work from an individual, Respondent or corporation under the same or a different name, failure to perform or meet financial obligations on previous contracts. Submittals may be rejected if not delivered on or before the date and time specified as the due date for submission of the Submittal.

EXECUTION OF AGREEMENT

The successful Firm shall, within 10 days after receipt of the Notice of Award and the contract forms or documents, sign and deliver to the County Purchasing Director all required contract documents. The awarded Firm shall also deliver the policies of insurance or insurance certificate as required. All insurance documents shall be approved by the Bay County Risk Management Office before the successful Firm may proceed with the work.

LICENSES

Consultant shall be properly licensed for the appropriate work specified in this Request for Qualifications. All Respondents are requested to submit any required license(s) with their qualifications. License(s) must be effective as of the opening date and must be maintained throughout the Contract Period. Failure to be properly licensed as stated above will result in the rejection of the Submittal as nonresponsive.

PUBLIC RECORDS

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as many be provided by other applicable State or Federal Law, all Respondents should be aware that Requests for Qualifications and the responses thereto are in the public domain. Respondents must identify specifically any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

Pursuant to Fla. Stat. §119.071(1)(b), proposals received as a result of this RFQ will not become public record until such time as the County provides notice of an intended decision or until 30 days after opening the bids, whichever is earlier.

REPRESENTATIONS

The contract documents contain the provisions required for the project. Information obtained from an officer, agent, or employee of the County or any other person shall not affect the risks or obligations assumed by the Contractor or relieve the Contractor from fulfilling any of the conditions of the contract.

SUB-CONSULTANTS

The successful firm will be the prime service provider and shall be responsible for all work performed and contract deliverables. Proposed use of sub-consultants should be included in the firm's submittal. Requests for use of sub-consultants received subsequent to the solicitation process are subject to review and approval by the County.

The County reserves the right to request and review information in conjunction with its determination regarding a subcontract request. All sub-consultants are subject to the same requirements of this solicitation as the awarded firm.

PROTEST

A notice of protest must be submitted in accordance with section 2-114 of the Bay County Code, as amended from time to time.

The protest must be in writing, via e-mail, letter, or fax and must identify the protester and the solicitation and shall include a factual summary of the basis of the protest. The notice of protest is considered filed when it is received by the purchasing department. Further information can be found in section 2-114 of the Bay County Code.

LICENSES

Consultant shall be properly licensed for the appropriate work specified in this Request for Qualifications. All Respondents are requested to submit any required license(s) with their qualifications. License(s) must be effective as of the opening date and must be maintained throughout the Contract Period. Failure to be properly licensed as stated above will result in the rejection of the Submittal as nonresponsive.

WARRANTY

All goods and services furnished by respondent, relating to and pursuant to this RFQ, will be warranted to meet or exceed the specifications contained herein. In the event of breach, the respondent will take all necessary action, at respondent's expense, to correct such breach in the most expeditious manner possible.

EXEMPTION OF MEETINGS/PRESENTATIONS

Pursuant to section 286.0113(2), Fla. Stat. (2011), any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from public meeting requirements. However, the County must make a complete recording of any portion of an exempt meeting and no portion of the exempt meeting may be held off the record. The recording of, and any records presented at, the exempt meeting are exempt from the public records law of section 119.07(1), Fla. Stat. (2011) and section 24(a), Art. I of the State Constitution, until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, submittals, or final replies, whichever occurs earlier. If the County rejects all bids, submittals, or replies and concurrently provides notice of its intent to reissue a competitive solicitation, the recording and any records presented at the exempt meeting remain exempt from section 119.07(1), Fla. Stat. (2011) and section 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial agency notice rejecting all bids, submittals, or replies.

SUBMITTAL REQUIREMENTS

Each Firm's submittal shall include sufficient information to enable the County to evaluate the capability of the Firm to provide the desired services. The data shall be significant to the project and discussions of past performances on other projects shall be minimized except as they relate to the proposed work.

All Submittals are to be on 8 ½" x 11" paper or if larger documents are required they are to be folded to 8 ½" x 11" size. Submittals should be stapled together or bound with comb binding. Submittals submitted in 3 ring binders may not be accepted. Submittals shall be prepared simply and economically, providing a straightforward, concise delineation of Respondent's capabilities to satisfy the requirement of the RFQ. Elaborate binding, colored displays, and promotional material are not desired; however, technical literature may be included as attachments to the Submittal.

Respondents should submit one (1) original clearly labeled "Original", five (5) copies clearly labeled "Copy" and one (1) electronic version of the package. The electronic version should be in pdf format on a cd or usb drive. Electronic versions submitted via e-mail will **not** be accepted. If the submittal contains confidential information, such information shall be in a separate pdf document. Submittals shall be enclosed in a sealed envelope bearing the title of the solicitation, the name of the Respondent and the date for opening. Submittals shall be valid to BAY COUNTY for a period of 180 days after the opening.

Emphasis in each Submittal must be on completeness and clarity of content.

In order to expedite the evaluation of Submittals, it is essential that Respondents follow the format and instructions contained in the RFQ.

The following information is the minimum content required for the Submittal and will be used to compare and evaluate the firms:

(Please number and title tabs for each section as indicated).

1. Firm Information (Tab 1) -10 Points

- a. Firm information
 - i. Name, address, phone, fax, email, Federal ID#, and website (if applicable)
 - ii. Date the firm was established under the name given.
 - iii. Type of ownership or legal structure of the firm. (Corporation, joint venture, partnership)
 - iv. Incorporation by the Secretary of State and current Florida Professional License.
 - v. Brief history of the firm.
 - vi. Minority/Women Business Enterprise – Office of Supplier Diversity (OSD) certification (if applicable)
- b. Litigation, disputes, default, & liens

Describe and explain any disputes, litigations and defaults, the results and settlements of any prior litigation, arbitration, mediation or other claims for a period of five years prior to submission of the SOQ.

2. Executive Summary (Tab 2)

- a. Present in brief, concise terms, a summary level description of the company, its capabilities, and the distinctive competitive attributes of the respondent to provide the scope of services.
 - i. Give the:
 - 1) names of the person(s) who will be authorized to make representations for the respondent,
 - 2) their title(s),
 - 3) address(es),
 - 4) email address(es), and
 - 5) telephone number.
- b. The summary shall be limited to a maximum of two (2) pages and provide a statement that the signer of the SOQ has the authority to bind principal proponent.

3. Personnel (Tab 3) – 25 points

- a. Provide the total number of professionals in your organization who may be assigned to work and their availability to provide services on relatively short notice for the projects that are contemplated in this contract.
- b. Give brief resume of personnel including, but not limited to the following information:
 - i. Name and title
 - ii. Indicate categories of work that may be assigned
 - iii. Job assignment for other projects
 - iv. How many years with this firm
 - v. How many years with other firms
 - vi. Experience
 - a) Types of projects
 - b) Size of projects
 - c) What were the specific project involvements?
 - vii. Education
 - viii. Active registration(s) and certification(s)
 - a) Provide all required licenses and certificates.
 - ix. Other experience and qualifications.

4. Sub-Consultants (Tab 4)

- a. List of sub-consultants, if any
 - i. Name any sub-consultants which are included as part of the proposed team. Describe the proposed role of any persons outside your firm and their related experience. List projects on which your firm has worked with the person/firm in the past.

- ii. Minority/Women Business Enterprise – Office of Supplier Diversity (OSD) certification (if applicable)

5. Project History (Tab 5) – 25 points

- a. List projects which best illustrate the experience of your firm and current staff which are being assigned. List no more than five (5) projects, and no projects which were completed more than five (5) years ago
 - i. Indicate categories of work the project applies to
 - ii. Name and location of the project
 - iii. The nature of the firm's responsibility on the project
 - iv. Project owner's representative's name, address, and phone number
 - v. Project user agency's representative's name, address, and phone number
 - vi. Date project was completed or is anticipated to be completed
 - vii. Size of project
 - viii. Cost of project (construction cost)
 - ix. Work for which the staff was responsible
 - x. Present status of this project
 - xi. Change Order history showing dollar amounts and time extensions.
 - xii. Project Manager and other key professionals involved on listed project and who of that staff would be assigned to this project.

6. Willingness to meet schedule and budget requirements (Tab 6) – 20 points

Given the fiscal constraints of local governments, and Bay County in particular, all budget requirements for projects to be assigned must be met. Once a task order is issued, indicate willingness and ability to be on site in response to construction requests within 12 hours of notification. Describe your methodology for ensuring the schedule is met and for ensuring budget requirements are not exceeded.

7. Approach and Understanding (Tab 7) – 20 points

Present in brief, concise terms, a summary level description of the company's approach to accepting and completing any specific projects that may be assigned under this contract.

8. Required Additional Forms (Tab 8)

- a. [Submittal Form](#)
- b. [Addendum Acknowledgement](#)
- c. [Anti-Collusion Clause](#)
- d. [Conflict of Interest](#)
- e. [Drug Free Workplace](#)
- f. [Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions](#)
- g. [Certification Regarding Lobbying](#)
- h. [Truth in Negotiation Certification](#)
- i. [Waiver of Exemption of Meetings/Presentations](#)

ANTICIPATED SCHEDULE

This schedule may be altered solely at the County's discretion:

RFQ Advertisement	Friday, June 22, 2020
Questions Due Date	Monday, July 13, 2020
Submittal Due Date	Thursday, July 23, 2020
Evaluations	Monday, July 27 – Friday, August 21, 2020
BCC Meeting for award	Tuesday, September 15, 2020

EVALUATION PROCESS AND CRITERIA

Representatives from the County Purchasing Department will review the submittals for completeness. Those submittals deemed complete and responsive will be forwarded to the Evaluation Committee.

Evaluation Committee

- A. Evaluation Committee may consist of 3 or 5 members or the Board of County Commissioners. Initial scoring and final ranking may be determined by separate Evaluation Committees.
- B. The County Manager or designee shall determine the Evaluation Committee(s) that will best serve the needs of the County.
- C. Membership of all Evaluation Committees shall be approved by the County Manager or designee.
- D. The Purchasing Department will provide reasonable notice of all meetings, no less than 72 hours in advance of such scheduled meeting, excluding holidays and weekends, by posting a Notice of Evaluation Committee Meeting on the public notice bulletin board in the Purchasing Department and on the Bay County website.
- E. Contact with the Evaluation Committee. Members of the Evaluation Committee are prohibited from discussing a project with any professional or professional firm that may submit a proposal during the procurement process, except in formal committee meetings.
- F. Evaluation of Submittals. Only written responses of statements of qualifications, performance data, and other data received in the purchasing office by the publicized submission time and date shall be evaluated.
- G. The initial ranking of submittals is based upon the points given in the scoring sheet utilizing the evaluation criteria in the RFQ.
- H. Shortlisting. The best-qualified respondents shall be based upon the Evaluation Committee's ability to differentiate qualifications applicable to the scope and nature of the services to be performed as indicated by the ratings on the scoring sheet. Typically, the top three rated firms, if there are at least three responsive respondents, will be considered as the shortlisted firms, unless the County Manager, after input and discussion with the Evaluation Committee, approves adding additional firms to the shortlist.
- I. Final Ranking. The Evaluation Committee or the Board of County Commissioners, as appropriate, shall use the ordinal process to rank the firms. The respondents shall be listed in order of preference. The list of best-qualified persons shall be approved

by the County Manager or Board, as appropriate, prior to beginning contract negotiations.

The County shall negotiate a contract with qualified firms for services at compensation which the County determines is fair, competitive and reasonable as further described in the Scope of Services.

The provisions of the Request for Qualifications and the receipt of submittals from respondents shall not create any legal or other obligation between Bay County and respondents (except as expressly set out in this RFQ).

Bay County will make the selections primarily on the basis of the response to this RFQ and any further information received from respondents if interviewed. Although information additional to that requested in this RFQ may be provided by respondents, any consideration of this information shall be at the discretion of Bay County. Bay County shall be the sole judge of the award of this project to the respondent considered by the County to offer the best overall response with a resulting negotiated agreement that is most advantageous and in the best interest of Bay County.

**ATTACHMENT 1
REQUIRED FORMS**

**SUBMITTAL FORM
RFQ 20-51**

This submittal of _____, (“Firm”) organized and existing under the laws of the State of _____ doing business as _____ (Insert a corporation”, “a partnership” or “an individual” as applicable), is hereby submitted to the Board of County Commissioners, Bay County, (“County”).

In compliance with the Request for Proposal, this Firm proposes to perform all work as detailed in this submittal.

By this Submittal, this Firm certifies, and in the case of a joint Submittal each party certifies as to its own organization, that this Submittal has been arrived at independently, without consultation, communication or agreement as to any matter relating to this solicitation with any other competitor.

Categories of Work

Select each category of work that the firm provides services in.

- | | |
|--|---|
| <input type="checkbox"/> Architectural | <input type="checkbox"/> Solid Waste Services |
| <input type="checkbox"/> Construction Engineering & Inspection | <input type="checkbox"/> Stormwater Engineering |
| <input type="checkbox"/> Electrical Engineering | <input type="checkbox"/> Structural Engineering |
| <input type="checkbox"/> Environmental Support Services | <input type="checkbox"/> Subdivision and Site Development |
| <input type="checkbox"/> Geotechnical Engineering | <input type="checkbox"/> Surveying |
| <input type="checkbox"/> Interior Design | <input type="checkbox"/> Traffic and Intersection Engineering |
| <input type="checkbox"/> Mechanical Engineering | <input type="checkbox"/> Utility Engineering (Wastewater) |
| <input type="checkbox"/> Roadway Design | <input type="checkbox"/> Utility Engineering (Water) |

Submitted By: _____
Name of Firm

Prepared By: _____
Name of Individual who prepared the submittal

Contact E-Mail: _____

Address: _____

Phone: _____

Signature of Authorized Representative of Firm/Contractor

Date

SEAL: *(If bid is by Corporation)*

ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of the following addenda:

ADDENDUM NO. _____

DATED _____

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

It is the responsibility of the firm to ensure that they have received addendums if issued. Call (850) 248-8270 or email purchasing@baycountyfl.gov prior to submitting your submittal to ensure that you have received addendums.

ANTI-COLLUSION CLAUSE

Firm certifies that their response is made without prior understanding, agreement or connection with any Corporation, Firm or person submitting a response for the same services and is in all respects fair and without collusion or fraud.

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all firms, must disclose if any Bay County Board of County Commissioner(s), employee(s), elected officials(s), of if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their firm.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your firm), or "no". If yes, give person(s) name(s) and position(s) with your firm.

YES _____

NO _____

NAME(S)

POSITION(S)

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

DRUG FREE WORKPLACE

To have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employees 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 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.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify the following:

(Check one and sign in the space provided.)

_____ This firm complies fully with the above requirements.

_____ This firm does not have a drug free work place program at this time.

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Contractor Covered Transactions

(1) The prospective contractor of the Recipient, _____, certifies, by submission of this document, 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.

(2) Where the Recipient's contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

CONTRACTOR:

By _____
Signature

Bay County Board of County Commissioners
Recipient's Name

Name and Title

Division Contract Number

Street Address

City, State, Zip

Date

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE
AGREEMENTS**

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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. 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," 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 (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

TRUTH IN NEGOTIATION CERTIFICATION

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

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

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

Name of Consultant

By: _____

Date

WAIVER OF EXEMPTION OF MEETINGS/PRESENTATIONS

Pursuant to section 286.0113(2), Fla. Stat. (2011), any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from public meeting requirements. The County encourages transparent and open meetings and decision-making but will honor any request by a Firm to maintain the exemptions provided by section 286.0113(2).

Please indicate your preference regarding any meetings at which you may provide an oral presentation or answer questions regarding your submittal or at which negotiations may be conducted:

_____ ***Waive*** all requirements to keep such meetings and negotiations exempt from public meeting laws.

_____ ***Maintain*** all requirements to keep such meetings and negotiations exempt from public meeting laws.

INDICATE WAIVE OR MAINTAIN, HOWEVER DO NOT SIGN THIS FORM

ATTACHMENT 2
SAMPLE PROFESSIONAL SERVICES CONTRACT
20-51 ARCHITECTURAL, ENGINEERING,
GEOTECHNICAL, AND SURVEYING
PROFESSIONAL SERVICES

This Contract, dated _____ between the Bay County Board of Commissioners, located at 840 West 11th Street, Panama City, FL 32401 ("County"), and _____, located at _____, _____ ("Consultant") for Continuing Civil Engineering Services on an as needed basis.

1. Intent

Bay County is engaging the services of the Consultant to provide architectural, interior design, engineering, geotechnical, and survey services for projects within the County. Consultant will provide services on an as-needed basis for projects to include full spectrum architectural/interior design, engineering, geotechnical, and/or survey services to support the County's mission.

This contract is intended to be a time saving device for in-house engineers, project managers and inspectors and to augment staff in areas where specific expertise is not available or where workload will not permit timely accomplishment of budgeted projects.

This contract is non-exclusive. The County, at any time reserves the right to solicit separate competitive proposals for any and all projects or tasks, regardless of fee or construction value. Selection by the County as a consultant does not guarantee that the Consultant will be called on a regular basis during the contract term, nor does it guarantee a minimum level of compensation with respect of volume of work or fees. Work will be awarded to consultants based on Consultant's current workload or availability, expertise in the project area and previous work awarded, all at the County's discretion.

2. Scope of Services

Services may include but are not limited to: architectural, interior design, stormwater engineering, roadway design, traffic and intersection engineering, subdivision and site development engineering, structural engineering, utility engineering (to include water and wastewater treatment facilities), environmental support services, solid waste services, construction engineering and inspection services, geotechnical engineering, and surveying

Consultant's specific scope of work, level of effort, time schedule, charges, and payment conditions shall be set forth in a written Task Order. A Sample Task Order is attached as **Exhibit 1**. Each Task Order shall be executed by authorized representatives of the County and Consultant.

Any Task Order may be modified during the course of the Task Order by mutual agreement and written addendum of the Task Order, including scope of work, schedule, fees, and all other aspects of the Task Order.

In the case of an emergency, the County reserves the right to issue oral authorization to the Consultant with the understanding that the written Task Order (or modification to an existing Task Order) shall follow as soon as practicable thereafter.

The terms and conditions of this Agreement shall apply to each Task Order, except to the extent expressly modified. When one or more provisions of a Task Order modify a provision(s) of this Agreement, the Article of this Agreement to be modified shall be specifically referenced in the Task Order, and the modification shall be precisely described.

The administrative process, when work assignments are issued, will be as follows:

Step 1 - County staff will contact the Consultant via written communication or schedule a meeting to review the assignment and will describe the scope of services required in general.

Step 2 - Consultant will prepare a detailed scope of services to be provided and a time frame for completion of various phases. Consultant will prepare a computation of fees to be charged for the services. The Florida Department of Management Services (DMS) Fee Guide Calculator for AE Services may be used to calculate fees. These documents will be submitted to the County contact for review and approval.

Step 3 - If acceptable to County staff making the assignment, County staff will issue a Task Order and a Notice to Proceed. There shall be a purchase order issued for each task order assignment for monitoring and tracking of the budget and project funds. The fee computation will be considered to be a limiting amount, not to be exceeded without subsequent approval by County staff.

The County has an evaluation process to monitor the satisfactory performance of services under this contract. Such evaluations may be used as reference information for future solicitations issued by the County. Consultant shall participate cooperatively in the evaluation process.

Projects may be reimbursed by the Federal Emergency Management Agency (FEMA) as part of a Disaster Recovery. It is imperative that Respondents examine and become familiar with the Public Assistance Program and Hazard Mitigation Program established by the Federal Emergency Management Agency (FEMA). Funding may be made possible through these grants and is contingent on strict conformance to the guidelines set forth by Florida Department of Emergency Management (FDEM) and FEMA. Respondents will comply with the Federal Regulations Contract Requirements shown at **Exhibit 2**.

3. Categories of Work (Specific categories will be outlined in final contracts)

a. Architectural

Work in this category shall consist of architectural services related to master planning, concept design and estimates for facilities development options, energy studies, sustainability improvements to existing facilities and energy efficient system, Green Globe, design of alternative energy systems, parks and recreation projects, forensic investigations, architectural design, interior remodeling design, landscape design, water intrusion studies, roof evaluation and repair, mechanical engineering, civil engineering, electrical engineering, structural engineering, acoustical engineering, building air quality control; project inspection, management and administration.

b. Interior Design

Work in this category shall consist of interior design and interior remodeling design services.

c. Electrical Engineering

Work in this category shall consist of electrical design and/or construction management services for repair and replacement of County infrastructure (to include water and wastewater treatment plants and respective distribution/collection systems). Services may include but are not limited to preliminary studies, drawings, specifications, estimates, on-site visits, review material submittals, shop drawings and test results, respond to RFIs, draft change orders, and review pay estimates.

d. Mechanical Engineering

Work in this category shall consist of mechanical design and/or construction management services for repair and replacement of County infrastructure (to include water and wastewater treatment plants and respective distribution/collection systems). Services may include but are not limited to preliminary studies, drawings, specifications, estimates, on-site visits, review material submittals, shop drawings and test results, respond to RFIs, draft change orders, and review pay estimates.

e. Geotechnical Engineering

Work in this category shall consist of complete materials sampling and testing. Where qualified by task order, engineering analysis, design, and report preparation shall also be the responsibility of the consultant. The Consultant shall be equipped and trained to abide by all federal health and safety codes (including FDOT Traffic Control through Work Zone Practices) and laws of local, state, and federal governments in performance of task orders. The firm must have a staff member holding a current FDOT Intermediate or Advanced Traffic Control Through Work Zones qualification certificate who ensures safe traffic control practices while the consultant is working in the county right of way. The consultant shall be trained, equipped, and proficient in materials sampling and testing pursuant to the most current published editions of the following standards:

- ASTM or the equivalent AASHTO testing methods for the items included in the Scope of Services.
- FDOT Soils and Foundations Manual.
- FDOT Field Sampling and Testing Manual.

- FDOT Manual of Florida Sampling and Testing Methods.
- Firms shall hold FDOT certifications for the following work classes:
- Group 9.1 Soil Exploration
- Group 9.2 Geotechnical Classification Lab Testing
- Group 9.3 Highway Materials Testing
- Group 9.4.1 Standard Foundation Studies
- Desirable FDOT certifications:
- Group 9.4.2 Non-redundant Drilled Shaft Foundations
- Group 9.5 Geotechnical Specialty Lab Testing

f. Stormwater Engineering

Work in this category shall consist of engineering services related to larger scale issues of stormwater and drainage. Services may include, but are not limited to, basin master plans, FIRM modifications, watershed retrofit design, habitat restoration planning and design, NPDES permit support, TMDL analysis, stormwater facility retrofit design, review of design documents by others, expert witness services, or general assistance to County staff with issues that involve large scale stormwater issues.

g. Roadway Design

Work in this category shall consist of engineering services related to major roadway design (enhanced local, collector or arterial roads), modification, maintenance or other aspects of roadway design in accordance with FDOT and County standards. Services may include, but are not limited to, typical amenities to roadway design, such as sidewalks, bike lanes, roadside drainage and treatment, resurfacing and dirt road paving, etc. Services may also include expert witness services or services in support of right of way acquisition, etc.

h. Traffic and Intersection Engineering

Work in this category shall consist of engineering services related to roadway intersections and traffic operations associated therewith. Services may include, but are not limited to, the design of complete intersections or any modifications or additions of amenities such as signalization, additional lanes, drainage and stormwater treatment, and pedestrian access utilization, etc. Services may also include traffic modeling, signal warrant study, multi-way stop warranty study, concurrency impact assessments or other theoretical evaluation of traffic.

i. Subdivision and Site Development Engineering

Work in this category shall consist of engineering services related to development of subdivisions (residential, commercial or other) and other projects that are subject to the site and development review. Services may include, but are not limited to, new facilities or the modification of existing facilities such as upgrading an existing subdivision's roads and drainage to County standards, development or modification of office sites and parking lots as required by the County. Services may also include assisting County staff in matters associated with any of the activities described herein. Firms providing the services required in this work category shall have on staff, or as sub-

consultants, the resources necessary to provide all services related to these work items including, but not limited to, landscape architecture, stormwater engineering, structural engineering, utility, architectural, tree mitigation, or other services.

j. Structural Engineering

Work in this category shall consist of engineering services of a structural nature related to structures of concrete, steel, wood or other materials, or any combination thereof. Services may include, but are not limited to, design, investigation, evaluation, recommendation, etc., related to bridges, drainage structures, walls, or any other structures with which the County is involved.

k. Utility Engineering (Water and Wastewater)

Work in this category shall consist of engineering services related to water and wastewater utility systems, to include water and wastewater treatment facilities. Services may include, but are not limited to, regulatory agency permitting assistance, mechanical/electrical design or evaluation, hydrogeological services, automated process control services, professional geologist, financial documentation services, computer modeling, feasibility studies, service capacity reports, system design, review of design documents by others, expert witness services, or general assistance to County staff in matters related to utilities.

Examples of the types of tasks anticipated to be within the scope of services include:

- System wide infrastructure planning and evaluation, including hydraulic and water quality computer modeling.
- Preparation of construction drawings, specifications and bid documents for water and/or wastewater projects.
- Regulatory permitting and compliance issues, including monitoring, reporting and/or infrastructure needed to meet the current or upcoming requirements of the Federal Safe Drinking Water Act (SDWA)
- Control/Reduction of Disinfection By-Products
- Total Organic Carbon Removal
- Lead/Copper Rule (Corrosion Control)
- Residuals Management
- Risk Management
- NPDES permit modification and/or renewal in compliance with the requirements of the Federal Clean Water Act (CWA) and/or related to State regulations.
- Raw water source protection
- Raw water supply infrastructure upgrade and expansion
- Treatment plant and plant additions/modifications
- Evaluation and recommendation of disinfection alternatives
- Upgrade and/or expansion of treated water storage and pumping infrastructure
- Upgrade and/or expansion of the residuals management infrastructure
- Upgrade and/or expansion of wholesale transmission system infrastructure

- Upgrade and/or expansion of retail water distribution system or retail wastewater collection system infrastructure, equipment, and mechanical systems
- Upgrade or modification of existing SCADA system and evaluation of additional automation benefits and cost analysis.
- Optimization of staffing, chemical usage, process control and energy usage at water and wastewater treatment facilities
- Assistance in conducting public hearings, workshops and presentation to community interest groups.
- General support services, as requested, for any technical, contractual, administrative and regulatory issues affecting the County's water and/or wastewater system
- Other issues that may arise related to raw water quality, treatment, storage, pumping, transmission, and distribution/collection pipelines.

I. Environmental Support Services

Work in this category shall consist of the provision technical and scientific testing, analysis or other investigation in support of environmental issues as may be encountered by the County. Services may include, but are not limited to, water quality monitoring, environmental assessments, remedial action plans, archeological assessments, hazardous materials issues and landfill monitoring. These services shall be performed with the oversight of a Registered Professional Engineer.

m. Solid Waste Services

Work in this category shall consist of System wide infrastructure planning and evaluation, preparation of construction drawings, specifications and bid documents for solid waste projects, studies related to value engineering and/or the cost effectiveness of proposed facilities, process trains, designs and equipment, studies related to solid waste management, master planning, design and system financing/funding, feasibility and implementation, studies related to solid waste rates, special assessments, user charges upon various agreements between the Board of County Commissioners (BOCC) and its customers, suppliers, contractors, and consultants, studies relating to environmental impact., assistance in meeting environmental and regulatory requirements, preparation of permit documents and presentation of the BOCC before appropriate regulatory and environmental agencies, engineer's report for inclusion in Official Statements for Solid Waste Management System Bond issues and other capital financing, assistance in conducting public hearings, workshops and presentations to community interest groups, and general support services, as required, for any professional, technical, contractual, administrative and regulatory issues in connection with the County's solid waste management system.

n. Construction Engineering and Inspection Services

Work in this category shall consist of services associated with projects which are in construction or are nearing a construction phase. Services may consist of, but are not limited to, inspection, testing, testing coordination, project management and other related services.

o. Surveying

Work in this category shall consist of surveying services performed by surveyors licensed to practice in the State of Florida. Services may consist of, but are not limited to, boundary surveys, construction stakeout, design surveys or record drawing surveys.

4. Compensation

Consultant's hourly rates for service are shown at Exhibit 3. Price adjustments will not be allowed during the first term of the contract. Price adjustments will be considered after the first term if substantiated by the producer price index. Written notice of a request for price adjustments and proof to substantiate must be submitted to the Bay County Purchasing Department at no less than 90 days prior to the anniversary date of this contract.

Payments shall be made in accordance with the Florida Prompt Payment Act, Section 218, Florida Statutes.

5. Effective Date and Time of Performance

This Contract takes effect on the date of execution by the County and shall be valid for a period of three (3) years with two (2) optional one-year renewals.

Consultant shall submit annual statement of qualifications, performance data, hourly price schedules, and insurance certificates.

The period of service and compensation for each individual Task Order shall be as specified and mutually agreed upon in the specific Task Order.

Should the County or Consultant terminate the agreement in accordance with this agreement, the period of service for a specific Task Order may, by consent of the parties, continue until the completion of any project that is already in progress. If such an extension of a Task Order is agreed to by the County, the terms of this agreement will remain in effect and be applicable only until the successful completion of the specific Task Order.

6. Purchase by Other Public Agencies

With the consent and agreement of the Consultant, services may be authorized for approved work categories by other governmental agencies or political subdivisions within the State of Florida. Such services shall be governed by the same pricing, terms, and conditions stated herein. This agreement in no way restricts or interferes with the right of any public agency or political subdivision to bid any or all of the items or services independently.

7. County Responsibilities

The County shall do the following in a timely manner so as not to unreasonably delay the services of the Consultant:

a. Provide all criteria and information as to County's requirements for the Task Order.

b. Furnish to Consultant all available existing studies, reports and other available data and information pertinent to the Task Order. This includes obtaining or authorizing Consultant to obtain or provide additional reports and information or data, as required.

c. When requested by the Consultant and agreed to in writing by the County, furnish to the Consultant services of others required for the performance of Consultant's services for a Task Order. Consultant shall be entitled to use all such information and services provided by County or others in performing Consultant's services under a Task Order.

d. Assist in securing access for Consultant to enter upon public and private property as required for Consultant to perform services under a Task Order.

e. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by Consultant, obtain advice of an attorney, insurance counselor and other consultants as County deems appropriate for such examination, and render decisions pertaining thereto within a reasonable time so as not to unreasonably delay the services of the Consultant.

f. County shall use its best efforts to assist the Consultant in securing approvals and permits from all governmental authorities having jurisdiction over the Task Order, and such approvals and consents from others as may be necessary for completion of the Task Order.

g. Immediately notify the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services, or any defect or nonconformance in the work of any Contractor or when such defect or nonconformance is in conjunction with a project designed or overseen by the Consultant.

h. Bear all costs directly related to compliance with the requirements to this section except as may be expressly described in an approved Task Order.

8. Consultant's Responsibilities:

Consultant shall do the following in a timely manner so as not to delay unreasonably the services to be provided to the County:

a. Provide a proposed written Task Order, upon the County's request, for review and comment by the County based on verbal discussions between Consultant and County regarding the needs of the County. The final Task Order will reflect the Agreement between the County and Consultant regarding the scope of services to be provided by each party, the costs associated with such services, and the time frame within which the services and various subcomponents of the services will be provided.

b. Identify data and information needed to successfully provide the deliverables required by the Task Order or General Services Request and coordinate with the County to obtain available data and information pertinent to the Task Order.

c. Secure access to enter upon public and private property as required for Consultant to perform services under a Task Order or General Services Request.

d. Meet with and coordinate timely review and incorporation of comments from the County regarding all studies, reports, sketches, drawings, specifications, proposals and other documents prepared by Consultant.

e. Consultant shall have primary responsibility to secure approvals and permits from all governmental authorities having jurisdiction over any aspects of the Task Order, and such approvals and consents from others as may be necessary for completion of the Task Order or General Services Request. All correspondence with regulatory agencies shall be approved by the County prior to submission unless approval for direct submission is authorized.

f. Consultant shall immediately notify (same day) County if they observe or otherwise become aware of any development that affects the scope or timing of Consultant's services, or any defect or nonconformance in the work of any Contractor or when such defect or nonconformance is in conjunction with a project designed or overseen by the Consultant.

g. Bear all costs incidental or directly related to compliance with the requirements to this section except as may be expressly described otherwise in an approved Task Order or General Services Request.

h. Provide all services in accordance with generally accepted professional engineering practice at the time when and the place where the services are rendered.

i. All professional services to be provided under this agreement shall be performed by Professionals licensed to practice in the State of Florida and in strict compliance with the Consultant's Competitive Negotiation Act, 287.055 F.S. (CCNA). Consultants providing services under this contract shall at all times be knowledgeable of the limiting thresholds of the CCNA statutes and shall insure that full compliance therewith is maintained at all times.

10. Lump Sum or Cost Plus Fixed Fee Contracts

The Consultant certifies that the wage rates and other factual unit costs supporting the contract compensation are accurate, complete, and current at the time of contracting. Furthermore, to the extent that such wage rates and other factual unit costs are found by the County to be inaccurate, incomplete, or non-current, the original price for such Contract and any additions there to shall be adjusted to exclude any increases in the compensation paid to the Consultant due to such circumstances. A determination of

allowable costs in accordance with the Federal cost principles shall be performed for service rendered under this Contract.

11. Independent Contractor

The Consultant shall at all times, relevant to this contract, be an independent contractor and in no event shall the Consultant, nor any employees or sub-consultants under it, be considered to be employees of Bay County.

12. Consultant's Personnel

Consultant has the exclusive right to hire and terminate its employees and may transfer or reassign any of its employees to other work of the Consultant. The direction of the work of Consultant's employees shall be under the exclusive control of Consultant. If the County objects to the presence or performance of any employee of Consultant, Consultant shall remove such employee from County premises.

13. Cooperation

Consultant agrees to perform each phase of the work at the scheduled time and in the scheduled sequence. Consultant will cooperate with the County Department Director or their designee as requested and specifically to allow the County to inspect the performance of work of this Contract.

14. County Representative

The County Department Director or a designee has authority to designate the work to be performed by Consultant, to inspect such work, and to resolve questions that arise between the parties. The Consultant or the Consultant's designee will deal with the County's representative on matters relating to the performance of the work. The County shall have the authority to stop the work whenever it deems such action necessary..

15. Records / Audits

The County is a public agency subject to Chapter 119, Florida Statutes. The Consultant shall comply with Florida's Public Records Law. Specifically, the Consultant shall:

a. Keep and maintain public records required by the County to perform the service;

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

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

d. Upon completion of the contract, transfer, at no cost to the County, all public records in possession of the Consultant, or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records in a format that is compatible with the information technology systems of the County. After the County has paid for all services in full, Bay County reserve the rights to all designs, specifications, and drawings. Bay County may provide copies of design, specifications and drawings, and /or reuse design, specifications, and drawings, as long as documents are not modified, at no additional costs to County.

e. The Consultant shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. The County, the State of Florida, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five (5) years following Contract completion.

16. Public Records Custodian

If the Consultant has questions regarding the application of Chapter 119, Florida Statutes, to the Consultant's duty to provide public records relating to this contract contact Bob Majka, Custodian of Public Records, at (850) 248-8145, publicrecords@baycountyfl.gov or 840 W. 11th Street, Panama City, Florida 32401.

17. Inspector General

The parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s. 20.055(5), Florida Statutes. "(5) It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section."

18. Insurance

The Consultant represents that it has obtained and will maintain at its expense for the duration of this Contract, those insurance coverage requirements set forth in the attached **Exhibit 4**.

19. Prohibition Against Contingent Fees

Pursuant to Florida Statute 287.055 (6)(a), each contract entered into by the agency for professional services must contain a prohibition against contingent fees as follows: "The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person,

other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.” For the breach or violation of this provision, the agency shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

20. Public Entity Crimes Statement

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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

By signing the Agreement, CONSULTANT represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from COUNTY’s competitive procurement activities.

In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it or any subconsultant has committed an act defined by Section 287.133, Florida Statutes, as a “public entity crime” and that it has not been formally charged with committing an act defined as a “public entity crime” regardless of the amount of money involved or whether CONSULTANT has been placed on the convicted vendor list.

CONSULTANT will promptly notify the COUNTY if it or any subcontractor or subconsultant is formally charged with an act defined as a “public entity crime” or has been placed on the convicted vendor list.

21. Employment Eligibility Verification

Contractor shall utilize the U.S. Department of Homeland Security’s E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Contractor during the term of the Contract to perform employment duties within Florida; and

2. All persons, including subcontractors, assigned by the Contractor to perform work pursuant to the contract with the Department.

The contractor certifies compliance with the above requirements.

22. Modification, Assignability of Contract

This Contract, including all documents incorporated by reference, contains the entire agreement between the parties, and no statements, promises or inducements made by either party, or agents of either party, that are not contained in the written contract, are valid or binding. This Contract may not be enlarged, modified or altered except upon written agreement signed by both parties hereto.

The Consultant may not subcontract or assign its rights (including the right to compensation) or duties arising under this Contract without the prior written consent of Bay County. Any subconsultant or assignee will be bound by all of the terms and conditions of this Contract and will be required to enter into a written agreement with the Bay County. In the event the Consultant will deliver any services through a subconsultant or subcontractor, the Task Order shall contain as an attachment the name and address of the subconsultant or subcontractor and a detailed description of the qualifications, experience and services to be performed by the subconsultant or subcontractor, and the amount or rate and method of compensation.

23. Termination for Cause and for Convenience

This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given: (a) Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (b) An opportunity for consultation with the terminating party prior to termination.

This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in I (a) above. If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but no amount shall be allowed for anticipated profit on unperformed services or other work, and any payment due to the contractor at the time of termination may be adjusted to cover any additional costs to the local government because of the contractor's default.

If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice. For any termination, the equitable adjustment shall provide for payment to the contractor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the contractor relating to

commitments (e.g., suppliers, subconsultants) which had become firm prior to receipt of the notice of intent to terminate.

Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor shall promptly discontinue all affected work (unless the notice directs otherwise) and deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the contractor in performing this contract, whether completed or in process.

Failure of the Contractor to comply with the provision of Section 24 Laws, Rules, and Regulations shall constitute grounds for the County to immediately terminate this Contract for cause and declare the Contractor to be non-responsible for bidding or proposing on future contracts for one year from the date the County notifies the Contractor of such non-compliance.

24. Documents Incorporated by Reference

Bay County's Request for Qualifications (RFQ 20-51) and all attachments to it, along with the Response to the Request for Qualifications are incorporated by reference and are material elements of this Contract. Bay County is responsible for compliance with all applicable Federal, State, or local laws. The Consultant specifically agrees to assist Bay County with ensuring compliance with all applicable Federal or State laws.

25. Laws, Rules and Regulations

General Laws: Consultant shall give all notices required of it by law and shall comply with all Federal, State and local laws, ordinances, rules and regulations governing Consultant's performance of this Contract and the preservation of public health and safety. Upon request by the County, Consultant shall provide proof of such compliance to the County.

Illegal Alien Labor: Consultant shall comply with all provisions state and federal law regarding the hiring and continued employment of aliens not authorized to work in the United States. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subconsultant that fails to certify to the Consultant that the subconsultant is in compliance with such laws. Consultant agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require the same of any subconsultants. Consultant shall pay all cost incurred to initiate and sustain the verification programs.

26. Indemnification and Hold Harmless

To the maximum extent permitted by law, the Consultant shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the

performance of the agreement.

The parties understand and agree that such indemnification by the Consultant relating to any matter which is the subject of this Contract shall extend throughout the term of this Contract and any statutes of limitations thereafter.

The Consultant's obligation shall not be limited by or in any way to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

This Section survives termination or expiration of this Contract.

27. Duty to Pay Defense Costs and Expenses

The Consultant agrees to reimburse and pay on behalf of the County the cost of the County's legal defense, through and including all appeals, and to include all attorneys' fees, costs, and expenses of any kind for any and all 1) claims described in the Indemnification and Hold Harmless paragraph or 2) other claims arising out of the Consultant's performance of the Contract and in which the County has prevailed.

The County shall choose its legal defense team, experts, and consultants and invoice the Consultant accordingly for all fees, costs and expenses upon the conclusion of the claim.

Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

This Section survives termination or expiration of this Contract.

28. Severability

The invalidity, in whole or in part, of any section or part of any section of this Contract shall not affect the validity of the remainder of such section or the Contract.

29. Waiver

No term of this Contract may be waived except in a writing signed by the party waiving enforcement. No term of this Contract shall be deemed to be waived by reason of any failure to previously enforce such term. In no event shall the making of any payment required by this Contract constitute or be construed as a waiver by the County of any breach of this Contract or a waiver of any default of Consultant and the making of such payment by the County while any such default or breach shall exist shall in no way impair or prejudice any right of the County.

30. Headings

Section headings are inserted for convenience only and shall not be used in any way to construe the meaning of terms used in this Contract.

31. Notices

Any notice to be given by the parties shall be in writing and deemed to have been duly given if and when deposited in the United States registered mail, return receipt requested, properly stamped and addressed to:

For the County:
General Services Department

For the Consultant:

Utility Services Department

Public Works Department

The Consultant shall notify the Bay County Purchasing Department of any change to its address. The Purchasing Department will disseminate the address change to all applicable departments and agencies including Finance. The Consultant's notification of address change is sufficient if sent by email or facsimile.

32. Special Representation

The Consultant represents that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this Contract. The Consultant further declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion or negotiation leading to the award of this Contract. Any such activity by the Consultant shall make this Contract null and void.

33. Conflicts

In the case of any conflict between the provisions of this Contract and other contract documents, the following priority for interpretation of those document provisions shall be followed:

- a. The provisions of this contract prevail first.
- b. The proposal form and attachments are next.
- c. The initial solicitation provisions are final priority.

34. Construction and Venue

This Contract will be construed under and governed by the laws of the State of Florida. In the event of litigation concerning it, venue is the in the courts of Bay County, Florida.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Contract.

Executed by:

**BOARD OF COUNTY COMMISSIONERS
BAY COUNTY FLORIDA**

ATTEST:

By: _____
Philip "Griff" Griffiths, Chairman

Bill Kinsaul, Clerk

Approved as to form

Office of Bay County Attorney

CONSULTANT

By: _____
(Authorized Representative)

Its: _____

State of _____
County of _____

This Contract was acknowledged and subscribed before me the undersigned notary by _____, as _____ of _____ and with proper authority, and who is personally known by me or produced identification of _____.

Notary Public

EXHIBITS:

- 1. Sample Task Order
- 2. Federal Requirements and Forms
- 3. Consultant's Hourly Rates
- 4. Insurance Requirements

**EXHIBIT 1
SAMPLE TASK ORDER FORM**

Section I. BACKGROUND

Section II. SCOPE OF SERVICES

A. Preliminary Design Services (or Other Services/Reports/etc.)

B. Final Design Services (or Other Services/Reports/etc.)

C. Construction Engineering and Inspection Services

(These services may be addressed in a separate Task Order following completion of the final design, at the County's discretion)

Section III. SUB-CONSULTANTS

List the names and the general tasks/responsibilities for any proposed sub-consultants.

Section IV. COUNTY'S RESPONSIBILITY

Section V. DELIVERABLES

Section VI. SCHEDULE

Section VII. METHOD OF COMPENSATION

This section will include any allowances (surveying, geotech, permitting, etc.) set aside for work not covered under the actual services previously described.

[Liquidated damages? Delay damages?]

Attachments:

A. Project Tasks/Personnel/labor-hour Estimation

B. Cost Extension for Labor and Expenses

NAME OF FIRM

BAY COUNTY

AUTHORIZED REPRESENTATIVE

AUTHORIZED REPRESENTATIVE

Date

Date

EXHIBIT 2 FEDERAL REGULATIONS CONTRACT REQUIREMENTS

FEDERAL EMERGENCY MANAGEMENT AGENCY

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In cases of disagreement with any other section of this contract, the Supplemental Conditions shall govern.

Contractor means an entity that receives a contract.

The services performed by the awarded Contractor shall be in compliance with all applicable grantor regulations/requirements, and additional requirements specified in this document. It shall be the awarded Contractor's responsibility to acquire and utilize the necessary manuals and guidelines that apply to the work required to complete this project. In general,

- 1)The contractor (including all subcontractors) must insert these contract provisions in each lower tier contracts (e.g. subcontract or sub-agreement);
- 2)The contractor (or subcontractor) must incorporate the applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
- 3)The prime contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider.

FEDERAL CONTRACT PROVISIONS

1. **Conflict of Interest** - This Contract/Work Order is subject to chapter 112, F.S. The vendor shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Contractor's company or its affiliates.
2. **Discriminatory Vendors** – (1) No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance during the term of the contract. (2) Contractor shall disclose if they appear on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, F.S. may not: 1) Submit a bid on an agreement to provide any goods or services to a public entity; 2) Submit a bid on an agreement with a public entity for the construction or repair of a public building or public work; 3)Submit bids on leases of real property to a public entity; or 4) Be

awarded or perform work as a consultant under an agreement with any public entity; or transact business with any public entity.

3. **Lobbying** - No funds received pursuant to this Agreement may be expended for lobbying the Federal or State Legislature, the judicial branch, or a federal or state agency. The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that: (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, 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) 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure

4. **Record Retention** – A. The contractor shall maintain and retain sufficient records demonstrating its compliance with the terms of the Agreement for a period of at least five (5) years after final payment is made and shall allow the County, the State, or its authorized representatives access to such records for audit purposes upon request. B. In the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the County, the FEMA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims
5. **Diversity** – All contracting and subcontracting opportunities afforded by this solicitation/contract embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. Firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract

will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a Minority Business vendor. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

- 6. Applicable Laws** - The contractor shall comply with all applicable federal, state and local rules and regulations in providing services to the Consortium. The contractor acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations and that FEMA financial assistance may be used to fund the contract. As such, the contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- 7. Administrative, Contractual, or Legal Remedies** - Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.
- 8. Patents and Data** - No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the contractor. The grantor agency and the grantee shall possess all rights to invention or discovery, as well as rights in data which may arise as a result of the contractor's services.
- 9. Clean Air Act and Federal Water Pollution Control Act** - (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.* (2) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* (3) The contractor agrees to report each violation to the Consortium member and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. (4) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.
- 10. Suspension and Debarment** (1) This contract is a covered transaction for purposes of 2 C.F.R.pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by the

County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Department of Emergency Management, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.” (5) The Contractor’s debarment and suspension status will be validated by the County at the System for Award Management at www.sam.gov and the State of Florida at: https://www.dms.myflorida.com/business_operations/state_purchasing/vendors/information/convicted_suspended_discriminatory_complaints_vendor_lists

11. Reporting - The contractor will provide any information required to comply with the grantor agency requirements and regulations pertaining to reporting. It is important that the contractor is aware of the reporting requirements of the County, as the Federal or State granting agency may require the contractor to provide certain information, documentation, and other reporting in order to satisfy reporting requirements to the granting agency.

12. Access to Records – (1) The contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives’ access to construction or other work sites pertaining to the work being completed under the contract.”

Pursuant to Section 20.055(5), F.S., the contractor will cooperate with the State of Florida’s Inspector General in any investigation, audit, inspection, review, or hearing.

13. Energy Efficiency Standards - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

14. DHS Seal, Logo, and Flags - “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.”

15. No Obligation by Federal Government - The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

16. Program Fraud and False or Fraudulent Statements or Related Acts - The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

17. Recovered Materials –

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

18. Discriminatory Vendors List: In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

19. Inspector General Cooperation: The Parties agree to comply with Section 20.055(5), Florida Statutes, for the inspector general to have access to any records, data and other information deemed necessary to carry out his or her duties and incorporate into all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

20. Contracting With Small And Minority Businesses, Women's Business Enterprises, And Labor Surplus Area Firms

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must 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

(c) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

21. Equal Opportunity Clauses

Compliance with Regulations: The contractor shall comply with the Acts and the Regulations relative to Nondiscrimination in federally-assisted programs, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

During the performance of any awarded "federally assisted contracts" the contractor agrees as follows:

(1) The 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 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 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 contractor will, in all solicitations or advertisements for employees placed by or on behalf of the 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 contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the 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.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The 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.

(6) In the event of the contractor's noncompliance 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 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.

(7) the contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as 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 contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

22. Contract Work Hours And Safety Standards Act 40 U.S.C. 3702 And 3704, As Supplemented By Department Of Labor Regulations (29 CFR Part 5)

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was

required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

23. Rights To Inventions Made Under A Contract Or Agreement

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

24. Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (As Amended)

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient.

**EXHIBIT 3
CONSULTANT'S HOURLY RATES**

**EXHIBIT 4
BAY COUNTY
INSURANCE REQUIREMENTS**

1. LOSS CONTROL/SAFETY

a. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

b. The County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that such stoppage will not shift responsibility for any damages from the Contractor to the County.

2. DRUG FREE WORK PLACE REQUIREMENTS

All contracts with individuals or organizations that wish to do business with the Bay County Board of Commissioners, a stipulation will be made in the contract or purchase order that requires contractors, subconsultants, vendors or consultants to have a substance abuse policy. The employees of such contractors, subconsultants, vendors or consultants will be subject to the same rules of conduct and tests as the employees of the Bay County Board of Commissioners. In the event of an employee of a supplier of goods or services is found to have violated the Substance Abuse Policy, that employee will be denied access to the County's premises and job sites. In addition, if the violation(s) is/are considered flagrant, or the County is not satisfied with the actions of the contractor, subconsultant, vendor, or consultant, the County can exercise its right to bar all of the contractor's, subconsultant's, vendor's, or consultants employees from its premises or decline to do business with the contractor, subconsultant, vendor or consultant in the future. All expenses and penalties incurred by a contractor, subconsultant, vendor or consultant as a result of a violation of the County's Substance Abuse Policy shall be borne by the contractor, subconsultant, vendor, or consultant.

3. INSURANCE - BASIC COVERAGES REQUIRED

a. The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County, on policies and with insurers acceptable to the County. These insurance requirements shall not limit the liability of the Contractor. All subconsultants are subject to the same coverages and limits as the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

b. Except for workers' compensation and professional liability, the Contractor's insurance policies shall be endorsed to name the County as an additional insured to the extent of the County's interests arising from this agreement, contract, or lease.

c. Except for workers' compensation, the Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

d. The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

e. Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County shall be considered excess, as may be applicable to claims that arise out of the Hold Harmless, Payment on Behalf of the County, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

f. **WORKERS' COMPENSATION COVERAGE**

The Contractor shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least **\$500,000 each accident and \$500,000 each employee/\$500,000 policy limit for disease**. The Contractor shall also purchase any other coverages required by law for the benefit of employees. The Contractor shall provide to the County an Affidavit stating that they meet all the requirements of Florida Statute 440.02(14)(d).

g. **GENERAL, AUTOMOBILE AND EXCESS OR UMBRELLA LIABILITY COVERAGE**

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial or Comprehensive General Liability and Business Auto policies of the Insurance Services Office. **Minimum limits of \$1,000,000 per occurrence** for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers' compensation Coverage section) and the amount of coverage required.

h. **GENERAL LIABILITY COVERAGE**

Commercial General Liability - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement contract or lease, and broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures. Coverage B shall include personal injury. Coverage C, medical payments, is not required.

i. **PRODUCTS/COMPLETED OPERATIONS**

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

j. BUSINESS AUTO LIABILITY COVERAGE

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

k. EXCESS OR UMBRELLA LIABILITY COVERAGE

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

l. CERTIFICATES OF INSURANCE

1. Required insurance shall be documented in Certificates of Insurance that provide that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change. The Certificate Holder will be addressed as the BAY COUNTY BOARD OF COMMISSIONERS, 840 W. 11th Street, Panama City, Florida 32401. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to this address. Each Certificate will address the service being rendered to the County by the Contractor. **The County shall be named as an Additional Insured, Primary and Non-Contributory for both General Liability and Business Auto Liability with Waiver of subrogation included with respects to both General Liability and Business Auto.**

2. New Certificates of Insurance are to be provided to the County at least 15 days after coverage renewals.

3. If requested by the County, the Contractor shall furnish complete copies of insurance policies, forms and endorsements.

4. For the Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of the liability coverage.

m. RECEIPT OF INSUFFICIENT CERTIFICATES

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

4. ADDITIONAL INSURANCE

If checked below, the County requires the following additional types of insurance.

Professional Liability/Malpractice/Errors or Omissions Coverage

The Contractor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$1,000,000.00 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no

later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

Property Coverage for Leases

The Contractor shall procure and maintain for the life of the lease, all risk/special perils (including sinkhole) property insurance (or its equivalent) to cover loss resulting from damage to or destruction of the building and personal property/contents. The policy shall cover 100% replacement cost, and shall include an agreed value endorsement to waive coinsurance.

Commercial General Liability Increased General Aggregate Limit (or separate aggregate)

Because the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of N/A is required by the County for this agreement or contract.

Liquor Liability

In anticipation of alcohol being served, the Contractor shall provide evidence of coverage for liquor liability in an amount equal to the general/umbrella/excess liability coverage. If the general liability insurance covers liquor liability (e.g. host or other coverage), the Contractor's agent or insurer should provide written documentation to confirm that coverage already applies to this agreement, contract or lease. If needed coverage is not included in the general/umbrella excess liability policy(ies), the policy(ies) must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required.

Owners Protective Liability Coverage

For renovation or construction contracts the Contractor shall provide for the County an owners protective liability insurance policy (preferably through the Contractor's insurer) in the name of the County. This is redundant coverage if the County is named as an additional insured in the Contractor's Commercial General Liability insurance policy. However, this separate policy may be the only source of coverage if the Contractor's liability coverage limit is used up by other claims.

Builders Risk Coverage

Builders Risk insurance is to be purchased to cover subject property for all risks of loss (including theft and sinkhole), subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the Installation Floater and Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided. If flood and/or earthquake risks exist, flood and earthquake insurance are to be purchased. If there is loss of income, extra expense and/or expediting expense exposure,

such coverage is to be purchased. If boiler and machinery risks are involved, boiler and machinery insurance, including coverage for testing, is to be purchased.

The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the County and all contractors and subconsultants. The insurance is to be endorsed to grant permission to occupy.

Installation Floater Coverage

Installation Floater insurance is to be purchased when Builder's Risk insurance is inappropriate, or when Builder's Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Contractor, including off-site storage, transit and installation.

The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

Motor Truck Cargo Coverage

If the Installation Floater insurance does not provide transportation coverage, separate Motor Truck Cargo or Transportation insurance is to be provided for materials or equipment transported in the Contractor's vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

Contractor's Equipment Coverage

Contractor's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the Contractor. All risks coverage is preferred. The contract may declare self-insurance for contractor equipment.

Fidelity/Dishonesty/Liability Coverage – Third Party

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Other Party's employees resulting in a loss to decedent, i.e. theft of valuables.

Fidelity/Dishonesty Coverage for Employer (Contractor)

Fidelity/Dishonesty insurance is to be purchased to cover dishonest acts of the Contractor's employees, including but not limited to theft of vehicles, materials, supplies, equipment, tools, etc., especially property necessary to work performed.

Fidelity/Dishonesty/Liability Coverage for County

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Contractor's employees resulting in loss to the County.

Electronic Data Liability Insurance

The Other Party shall purchase Electronic Data Liability with limits of N/A

Garage Liability Coverage

Garage Liability insurance is to be purchased to cover the Contractor and its employees for its garage and related operations while in the care, custody and control of the County's vehicles.

Garage Keepers Coverage (Legal Liability Form)

Garage Keepers Liability insurance is to be purchased to cover damage or other loss, including comprehensive and collision risks, to the County's vehicles while in the care, custody and control of the Contractor. This form of coverage responds on a legal liability basis, and without regard to legal liability on an excess basis over any other collectible insurance.

Damage to Premises Rented/Leased to you- (Legal Liability Form)

Provide property coverage for leased premises due to liability incurred because the insured's negligence results in fire or explosion. Specified limit of liability required.

Watercraft Liability Coverage

Because the Contractor's provision of services involves utilization of watercraft, watercraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft, including owned, non-owned and hired.

Coverage may be provided in the form of an endorsement to the general liability policy, or in the form of a separate policy coverage Watercraft Liability or Protection and Indemnity.

Aircraft Liability Coverage

Because the Contractor's provision of services involves utilization of aircraft, aircraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any aircraft, including owned, non-owned and hired.

The minimum limits of coverage shall be N/A per occurrence, Combined Single Limits for Bodily Injury (including passenger liability) and Property Damage.

Pollution Legal Liability Coverage N/A

Pollution legal liability insurance is to be purchased to cover pollution and/or environmental legal liability which may arise from this agreement or contract.

United States Longshoremen and Harbor workers Act Coverage

The Workers Compensation policy is to be endorsed to include United States Longshoremen and Harbor workers Act Coverage for exposures which may arise from this agreement or contract.

Jones Act Coverage

The Workers Compensation policy is to be endorsed to include Jones Act Coverage for exposures which may arise from this agreement or contract.