



LEVY COUNTY BOARD OF COUNTY COMMISSIONERS
PROCUREMENT DEPARTMENT
P.O. BOX 310
310 SCHOOL STREET
BRONSON, FL 32621
PHONE: (352) 486-5218 EXT. 2
FAX: (352) 486-5167
EMAIL: TRETHERWAY-ALI@LEVYCOUNTY.ORG

COVER PAGE

RFQ_2022_001 – ENGINEERING SERVICES FOR THE WIDENING AND RESURFACING OF CR 345

LAST DAY FOR QUESTIONS: Wednesday, May 11, 2022

DUE DATE: Monday, May 18, 2022, 2:00 PM

SUMMARY OF SCOPE: The County is seeking the services of a qualified firm or individual to provide professional engineering, design, planning, surveying, permitting, administrative and related services for the widening and resurfacing existing lanes on CR 345 (NW 30th Ave) from SR 500 to SR 129

SUBMITTAL OF PROPOSAL: Levy County only accepts electronic submittals through “E-Bidding” on the DemandStar platform, www.DemandStar.com. In order to submit a proposal in response to this solicitation the bidder must be registered with DemandStar.

For questions relating to this bid, contact Ali Tretheway, Procurement Coordinator at tretheway-ali@levycounty.org.

ITEMS THAT MUST BE INCLUDED WITH PROPOSAL: Submitting an incomplete document may deem the proposal non-responsive, causing rejection. Please check each box for each item submitted with proposal. Prior to submitting my proposal, I have verified that all forms are attached and are considered as part of my proposal:

- COVER PAGE
- INTRODUCTORY LETTER
- TEAM ORGANIZATION, MANAGEMENT AND CAPACITY
- INDIVIDUALS QUALIFICATIONS
- WORK PLAN
- EXPERIENCE AND REFERENCES
- PROPOSAL SIGNATURE FORM
- STATEMENT OF PROPOSER’S FINANCIAL STABILITY
- SUMMARY OF LITIGATION
- CERTIFICATE OF INSURABILITY
- EVIDENCE THAT THE PROPOSER IS QUALIFIED TO TRANSACT BUSINESS IN THE STATE OF FLORIDA
- DRUG FREE WORKPLACE FORM
- NON-COLLUSION AFFIDAVIT
- CONFLICT OF INTEREST DISCLOSURE STATEMENT
- COPIES OF ANY APPLICABLE AND CURRENT LICENSES OR CERTIFICATIONS REQUIRED
- VENDOR INFORMATION SHEET
- CONTRACT EXCEPTION FORM
- VENDORS ON SCRUTINIZED COMPANIES LIST
- W9

Company Name: _____
Name: _____
Email Address (Required): _____
Address: _____
Mailing Address (if Different): _____
Telephone: _____ FEIN: _____

By signing this form, I acknowledge I have read and understand, and my firm complies with all General Conditions and requirements set forth herein:

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

DATE SUBMITTED: _____

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

BOARD OF COUNTY COMMISSIONERS

LEVY COUNTY, FLORIDA

RFQ_2022_001

FOR ENGINEERING SERVICES FOR THE WIDENING AND RESURFACING OF CR 345

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BOARD OF COUNTY COMMISSIONERS

Levy County, Florida

REQUEST FOR QUALIFICATIONS RFQ_2022_001

ADVERTISEMENT

Notice is hereby given that Levy County, Florida will be receiving sealed responses via e-bidding at www.DemandStar.com, for

REQUEST FOR QUALIFICATIONS

RFQ_2022_001

ENGINEERING SERVICES FOR THE WIDENING AND RESURFACING OF CR 345

In accordance with the Consultants' Competitive Negotiation Act ("CCNA"), Section 287.055, Florida Statutes, Levy County, a political subdivision of the State of Florida, is seeking the services of a qualified firm or individual to provide professional engineering, design, planning, surveying, permitting, administrative and related services for the widening and resurfacing existing lanes on CR 345 (NW 30th Ave) from SR 500 to SR 129, which project will be funded by the Florida Department of Transportation through its Small County Outreach Program, as provided in 339.2816, Florida Statutes, all as described in detail in the Request for Qualifications documents.

REQUEST FOR QUALIFICATIONS DUE DATE: 2:00 P.M., EST, 05/18/2022

PROCUREMENT DEPARTMENT

BOARD OF COUNTY COMMISSIONERS

OF LEVY COUNTY FLORIDA

P.O. BOX 310

BRONSON, FLORIDA 32621

Documents can be obtained by contacting the Procurement Coordinator of Levy County, Florida at (352) 486-5218, or online through the DemandStar system by Onvia at www.DemandStar.com. If you have any questions, please call Alicia Tretheway, Procurement Coordinator, at (352) 486-5218, ext. 2.

Chiefland Citizen

Date(s): 4/21/2022, 4/28/2022

**Levy County
Board of County Commissioners
310 School Street
Bronson, Florida 32621
(352) 486-5217**

STATEMENT OF NON-SUBMITTAL

If you **do not** intend to submit a response to the Request for Qualifications, please return this form to the above address immediately or fax to (352) 486-5167. If this statement is not completed and returned, your company may be deleted from the Levy County list for this service.

We the undersigned have declined to submit a response on the **REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES FOR THE WIDENING AND RESURFACING OF CR 345** for the following reason(s):

- Insufficient time to respond to the Request for Qualifications.
- We do not offer this service.
- Our schedule would not permit us to perform.
- Unable to meet bond/insurance requirements.
- Unable to meet response specifications or scope of anticipated services.
- Specifications are unclear (explain below).
- Remove us from your vendors' list for this service.
- Other (specify below).

Remarks: _____

Company Name: _____

Contact Person: _____

Signature: _____

Telephone: _____ Date: _____

E-Mail: _____

**REQUEST FOR QUALIFICATIONS RFQ_2022_001
FOR ENGINEERING SERVICES FOR THE WIDENING AND RESURFACING OF CR 345**

PART I - GENERAL INSTRUCTIONS/OVERVIEW OF RFQ PROCESS

RQ-01 PURPOSE: Levy County (“County”) issues this Request for Qualifications (“RFQ”) in accordance with the Consultants’ Competitive Negotiation Act set forth in Section 287.055, Florida Statutes (“CCNA”) to solicit Statements of Qualifications (“Response”) from individuals or legal entities authorized to do business in the State of Florida who are experienced and qualified to provide the scope of services described in RQ-03 below (the “Project”). This RFQ outlines the process, requirements and criteria for submittal of responses, evaluation and ranking of qualified respondents, negotiation and award of a contract. A response submitted must satisfy all requirements and criteria set forth herein to be deemed complete and eligible for evaluation and ranking. At the end of this RFQ process, the County anticipates negotiating a price and entering into a written contract in the form attached to this RFQ (the “Contract”) with one (1) respondent determined to be in the best interest of the County (the “Consultant.”)

RQ-02 RESERVED RIGHTS: The County reserves all rights, including but not limited to, the right to accept or reject any or all responses to this RFQ; to re-advertise, postpone or cancel this RFQ process; to modify the RFQ timeline/schedule; to expand the scope of services; to waive irregularities and technicalities; and to request resubmission. Any sole response received may be accepted or rejected by the County, in its sole discretion, depending on the availability of competition and the timely need of the County. The County reserves the right to investigate any respondent to determine their ability to perform the work or services requested. Any respondent, upon request, shall provide further information requested by the County in order to determine respondent’s abilities. The County’s decisions concerning such matters shall be final.

RQ-03 PROJECT DESCRIPTION/SCOPE OF SERVICES: The County is seeking the services of a qualified engineer to furnish professional engineering, design, planning, development of bid specifications, surveying, permitting, testing, administrative and related needs for the design and construction administration for the widening and resurfacing of existing lanes on CR 345 (NW 30th Ave) from SR 500 to SR 129, which will be funded by the Florida Department of Transportation Small County Outreach Program (“SCOP”) as provided in Section 339.2816, Florida Statutes (the “Project”, “Scope of Services” or “Professional Services.”) Pursuant to Section 337.14(7), Florida Statutes, for a project funded by SCOP and administered by a local government, the Consultant performing the design may not also perform the construction engineering inspection services. As such, construction engineering inspection services will be acquired for CR 345 through a separate procurement process.

All Professional Services provided pursuant to any agreement resulting from this RFQ are to be performed by persons appropriately licensed or registered under state and federal laws governing the practice of the Professional Services involved, including but not limited to, Chapter 471, Florida Statutes.

This Scope of Services includes, but is not limited to:

- A. Engineering Services:** Perform preliminary design and final design, prepare specifications, provide sample bid documents for County’s consideration and use, provide bid analysis, provide services during construction, project planning, permitting, and regulatory liaison services related to construction of the Project.
- B. Planning Services:** Perform planning services as needed to facilitate programs and engineering in conjunction with the Project and any funding program all pertaining to the Project.
- C. Construction/Feasibility Reviews:** Provide an independent and detailed review of any design drawings and construction documents related to the construction of the Project.

- D. Construction Scheduling:** Evaluate scheduling requirements related to the design and construction of the Project.
- E. Value Analysis:** Provide an independent review of design drawings and/or construction costs estimates of the Project at various stages of design.
- F. Grant and Loan Services:** Preparation and submittal of any grant or loan application and other required documentation for any local, state, or federal grant or loan program on behalf of the Project; administration services related to any grant or loan program related to the Project.
- G. Administrative Services:** Complete management and reporting services for the Project; appearance at and participation in meetings of County staff and the Board of County Commissioners as requested or required by the County.
- H. Other Services:** Any other services related to the Project as requested by the County.

RQ-04 ANTICIPATED TIMELINE: The following is the anticipated timeline for this RFQ process. The County reserves the right to revise this timeline by issuance of written addenda to this RFQ. Respondents must adhere to the published timeline, as revised from time to time.

SCHEDULE	DATE/TIME
County advertise for Request for Qualifications	4/21/22, 4/28/2022
Date of Distribution	4/18/2022
Deadline for Questions	5/11/2022
Final Addenda Posted	5/13/2022
Response Due Date NOTE: Any response that is submitted after the due date and time (regardless of reason) will be rejected by the County	5/18/2022, 2:00 PM EST.
Professional Services Committee Review	5/26/2022
Shortlisted Firms Presentations	TBD
County Commission Meeting for Approval of Ranking and Authorization to Negotiate a Contract	TBD
Contract Negotiations	TBD

RQ-05 QUESTIONS, EXCEPTIONS TO FORM CONTRACT AND ADDENDA: There shall not be any contact between a potential respondent/respondent or their representative and any member of County staff or the Board regarding this Project or RFQ. The County will not respond to verbal (in person or phone) questions regarding this RFQ. Respondents must submit their written questions (via fax, email, mail or hand delivery) to the Procurement Coordinator at P.O. Box 310 or 310 School Street, Bronson, Florida 32621; Fax Number: (352) 486-5167; email: Tretheway-ali@levycounty.org. All questions must be received by the County prior to the Deadline for Questions.

Any respondent who requires/requests revision(s) to the Form of Contract (contained in Section III of this RFQ) must submit a completed Contract Exception Form (contained in Part IV of this RFQ) prior to the Deadline for Questions. The County is under no obligation to grant any exceptions and responses that are contingent on exceptions to the Contract being granted will not be accepted. If an exception is rejected by the County during the question portion of this RFQ process and the respondent subsequently submits a response, the respondent is deemed to have waived their request for a Contract exception.

The County will respond to each question and each completed Contract Exception Form and will issue written addenda for any supplemental instructions or clarifications to the RFQ or the Contract. All addenda will be sent to all respondents who received the RFQ from the County and will also be posted in DemandStar. Each respondent must acknowledge receipt of addenda as part of its response and is presumed to have read and be thoroughly familiar with the provisions of this RFQ and its addenda.

RQ-06 SUBMITTAL OF RESPONSES: Detailed instructions for response format, contents and submittal is contained in Section II of this RFQ. The County is not responsible for any expense incurred by respondents in connection with their preparation and submittal of a response and/or participation in this RFQ process.

RQ-07 CCNA PROCESS/PROFESSIONAL SERVICES COMMITTEE/RANKING/NEGOTIATIONS: In accordance with the CCNA (Section 287.055, Florida Statutes), the County will evaluate all complete responses based on capabilities, adequacy of personnel, past record, experience, whether the respondent is a certified minority business enterprise and other factors determined by the County to be applicable to the particular requirements of the Project.

First, the Professional Services Committee (consisting of the County Coordinator, the Field Manager of the County Road Department and the Administrative Manager of the Road Department) will evaluate the responses and develop a ranking of no less than three (3) respondents to recommend to the Board.

Next, the Board will review the Committee's recommended ranking, may add respondents to the ranking and/or re-rank the respondents and may conduct interviews with/hear presentations from as many/few respondents as the Board determines. After which, the Board will rank the respondents and authorize negotiations in the order of ranking.

Any portion of a meeting at which a respondent makes an oral presentation, answers questions, or engages in negotiations as part of a competitive solicitation is exempt from the public meeting requirements in Section 286.011, Florida Statutes and S. 24(b), Article I of the Florida Constitution. The Board reserves the right to reject any response, or any part of a response, reject all responses, to waive any irregularities in any responses, and to award the Contract as it deems to be in the best interest of the County. The Board shall be the final judge of the merits of any response, discussions, presentations, and interviews and its decision(s) shall be final.

RQ-08 NEGOTIATION OF CONTRACT: In the event that negotiations with the top ranked respondent do not result in an executed Contract, the County reserves the right to negotiate with the next highest ranked respondent, and so on, until a Contract is executed or until the County elects to end the RFQ process.

RQ-9 EQUAL EMPLOYMENT OPPORTUNITY: The County, in accordance with the provisions of Title VI of Civil Rights Act of 1964 and the Regulations of the Department of Commerce issued pursuant to such Act, hereby notifies all respondents that it will affirmatively ensure that in any agreement entered into pursuant to this RFQ, minority business enterprises will be afforded full opportunity to submit responses to this RFQ and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

All respondents are hereby notified that the Consultant must and shall comply with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Florida Civil Rights Act, Levy County Resolution 2011-59, all as the same may be amended. Specifically, but not by way of limitation, by submitting a response, the respondent agrees that:

- No person shall, on the grounds of race, color, sex, religion, age, disability, national origin, genetics or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service funded through an agreement entered into as a result of this RFQ.
- Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin, genetics or marital status. Consultant agrees to post in a conspicuous

place, available to employees and applicants for employment, notes setting forth the provision of this non-discrimination clause.

- Consultant will, in all solicitations or advertisements regarding program activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin, genetics or marital status.
- County may require Consultant to submit reports as may be necessary to indicate non-discrimination. County officials will be permitted access to Consultant's books, records, accounts and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws.

END OF PART I

PART II - RESPONSE FORMAT, CONTENTS AND SUBMITTAL

RQ-10 RESPONSE FORMAT/CONTENTS: Responses are limited to a maximum of fifty (50) pages, which must be numbered sequentially, excluding cover letters, photos, index, resumes, copies of licenses and corporation registrations, signatures and other documentation/forms required by this RFQ. In determining the overall quality and completeness of a response, document presentation, organization, and format will be considered. Responses shall be organized in numbered tabs as described below. If any criterion is not applicable, or if the respondent has no information to provide in response to that criterion, the respondent shall so indicate.

Tab 1 – Team Organization, Management and Capacity (Total Possible Points 25): Respondent should indicate their team organization, management and capacity for the Project. Multiple firm or joint venture teams should clearly identify the roles and responsibilities of the proposed participants. Team and project management structure should be provided. Respondent should demonstrate depth and breadth of experience in the provision of engineering, design, planning, surveying, permitting, and administrative related services necessary for the Project. Respondent should demonstrate the current financial, scheduling and staffing capacities to complete the Project. Respondent should indicate its ability to respond to the requirements of any state or federal regulatory agency, the County Coordinator, County staff, and the Board of County Commissioners. Respondent should demonstrate that it is capable of having its staff appear in Levy County to the Project site within three hours, if needed.

Tab 2 – Individual Qualifications (Total Possible Points 25): Respondent should submit the resumes (and other relevant background information) for key participants in the Project, including without limitation, the Project manager(s) and other key members of the team. The principal within the firm or prime firm responsible for the Project should be identified and a commitment that such person(s) would not be substituted without the advance approval of the County.

Tab 3 - Work Plan (Total Possible Points 20): Respondents should demonstrate their understanding of the scope of services. Responses should address any anticipated problems and proposed solutions. Plans should include detailed descriptions of intended approach for the Project, including outlining tasks to be performed in the design, administration, planning and plan preparation for the Project.

Tab 4 – Experience and References (Total Possible Points 25): Respondents should provide information demonstrating past experience of the firm, team and team members in other projects of similar complexity. Explain the use of innovative strategies and creative approaches to projects. Highlight the experience of team members in providing similar services to other Florida local government entities. Provide a reference list for each firm, including name, project, email and telephone number.

Tab 5 – Forms and other required information (Total Possible Points 5):

1. Completed Response Signature Form;
2. Statement of Respondent's financial stability, including current or prior bankruptcy proceedings;
3. Summary of litigation or other adversarial proceedings filed against Respondent in the past five years which is related to the services the Respondent provides in the regular course of business, including a brief description of the matter, the outcome or projected outcome, and the monetary amount involved;
4. Evidence or statement of ability to provide the required insurance coverages and bond(s);
5. If Respondent is a Florida legal entity, a certificate of good standing from the Florida Secretary of State; or if Respondent is a foreign legal entity, evidence of authorization to do business in Florida;
6. Drug-Free Workplace Form (recommended);

7. Non-Collusion Affidavit;
8. Conflict of Interest Disclosure Statement;
9. Copies of any license or certification required to perform the Scope of Services;
10. Vendor Information Sheet;
11. Contract Exception Form;
12. Vendors on Scrutinized Companies Lists;
13. W-9; and
14. Any other information/forms required by this RFQ.

RQ-11 RESPONSE SUBMITTAL: Respondents must register with DemandStar to submit a response to this RFQ. Any response that is submitted after the published deadline will not be accepted by DemandStar and will not be considered. The County is not responsible for any delays, technical issues with DemandStar or other issues encountered by respondents. Each respondent should allow sufficient time to address any issues that may arise when submitting their response. Responses must include all information, completed forms (without modification), documentation and signatures required by this RFQ in order to be deemed complete and eligible for evaluation. Withdrawals must be documented in DemandStar in order to be recognized by the County.

RQ-12 PUBLIC ENTITY CRIMES STATEMENT: By submittal of a response to this RFQ, a respondent certifies that it has not been placed on the convicted vendor list as described in Article 19 of the Form of Contract (Part III of this RFQ.)

END OF PART II

PART III – FORM OF CONTRACT/LEGAL REQUIREMENTS

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is entered into between **LEVY COUNTY**, a political subdivision of the State of Florida, P.O. Box 310, Bronson, FL 32621 (the “County”) and ((insert name of Consultant)) (the “Consultant”) on ((insert month and day)), 2022.

RECITALS:

WHEREAS, On ((insert month and day)), 2022, County issued Request for Qualifications No. 2022-001 for the services described in Article II below (the “RFQ”) in accordance with the Consultants’ Competitive Negotiation Act (“CCNA”) Section 287.055, Florida Statutes and other applicable law and County procurement policies and procedures;

WHEREAS, Consultant submitted a response to the RFQ and was selected by County to provide the services; and

WHEREAS, County desires to acquire engineering and related services from Consultant, and Consultant desires to provide such services in accordance with the RFQ, Consultant’s Response, applicable provision of the agreement between County and the Florida Department of Transportation dated October 20, 2021 (herein “FDOT Agreement”) for funding for the resurfacing existing lanes on CR 345 (NW 30th Ave) from SR 500 to SR 129 (herein “the Project”), and subsequent negotiations between parties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties agree as follows:

ARTICLE 1 - INCORPORATION OF DOCUMENTS

1.1 The RFQ consisting of ((insert number)) pages, addenda dated ((insert dates for all addenda)), 2022 (the “Addenda”) and the response submitted by Consultant dated ((insert month and day)) 2022 (the “Response”), and the FDOT Agreement, all of which are on file in the County Procurement Department, are made a part of this Agreement. In the event of any conflict, the documents will be given precedence in the following order:

- 1) The FDOT Agreement;
- 2) Task Orders issued pursuant to this Agreement;
- 3) This Agreement;
- 4) RFQ_2022_001 and the Addenda issued thereto; and
- 5) The Response submitted by Consultant dated _____, 2022.

ARTICLE 2 - SCOPE OF SERVICES

2.1 The Project consists of the following Scope of Services:

((insert final negotiated scope))

ARTICLE 3 – CONSULTANT’S RESPONSIBILITIES

3.1 Consultant shall perform the Scope of Services in strict accordance with the provisions of this Agreement and with such professional care, technical skill, ability and diligence as is required of similar Consultants having the level of skill, expertise and specialized knowledge, as represented to County to be possessed by Consultant.

3.2 Consultant agrees that, to the best of its ability, the key personnel identified in the Response will be retained by Consultant throughout the term of this Agreement. If Consultant is unable to retain any of the key personnel identified

in its Response, it shall provide prompt notice including the names and qualifications of the replacement personnel to the County.

3.3 Consultant shall obtain and maintain throughout the term of this Agreement, all necessary licenses and permits as required by law, including, but not limited to, being licensed pursuant to Chapter 471, Florida Statutes.

3.4 Consultant shall comply with all federal, state, and local statutes, rules, codes, ordinances, and regulations that apply to performance of this Agreement.

3.6 As required by 119.0701, Florida Statutes, the following notice is given regarding the Consultant's duty to comply with Florida's public records laws (Chapter 119, Florida Statutes), as the same may be amended. Failure to comply shall constitute a breach of this Agreement. Specifically, but not by way limitation, Consultant shall:

(i) Keep and maintain public records required by County to perform the services;

(ii) Upon request by County's custodian of public records, provide 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, Florida Statutes, or as otherwise provided by law;

(iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the services to be provided by Consultant under this Agreement if Consultant does not transfer the records to County; and

(iv) Upon completion of the services to be provided under this Agreement, transfer, at no cost, to County all public records in possession of Consultant or keep and maintain public records required by County to perform the services. If Consultant transfers all public records to County upon completion of this Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of this Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon requests from County's custodian of public records, in a format that is compatible with the information technology systems of County.

The definitions contained in Chapter 119, Florida Statutes, apply to terms used in this section, unless alternate or more specific definitions for any such terms are provided in this Agreement. For the purposes of this Agreement, the term "custodian of public records" shall mean the County Coordinator or County or his/her designee.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

TELEPHONE: (352) 486-5218
EMAIL: LEVYBOCC@LEVYCOUNTY.ORG
MAILING ADDRESS: P.O. BOX 310, BRONSON, FL 32621

3.7 Consultant shall comply with any and all provisions contained in the FDOT Agreement that apply to a County consultant, Consultant, subconsultant, or subConsultant or any other party working on the Project. In addition, Consultant shall cooperate with and assist the County in its compliance with FDOT Agreement. These obligations include, but are not limited to:

3.7.1 Consultant shall include any provisions or obligations from the FDOT Agreement into agreements with Consultants, subConsultants, or subconsultants for the Project that are required by the FDOT Agreement to be included in such agreements.

3.7.2 Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Consultant during the term of this Agreement. Consultant shall expressly require the Consultant and any subconsultants for the Project to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant or subconsultants during the terms of the applicable construction contracts for the Project.

3.7.3 Consultant shall comply with the provisions of section 20.055(5), Florida Statutes.

3.7.4 Consultant shall permit the Florida Department of Transportation's authorized representatives to inspect all work, materials, payrolls, and records, and to audit the books, records, and accounts pertaining to the financing and development of the Project.

3.7.5 Consultant will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. Consultant shall provide harassment-free workplace, with any allegation of harassment given priority attention and action by management. Consultant shall insert similar provisions in all contracts and subcontracts for services under this Agreement.

3.7.6 In addition to any indemnification provisions contained in Article 13 of this Agreement, Consultant agrees to the following indemnification provisions and agrees to include the following indemnification in all contracts with Consultants/subConsultants or consultants/subconsultants who perform work in connection with this Agreement:

To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless the County and the State of Florida, Department of Transportation, including both of their officers and employees, against any actions, claims, or damages arising out of, related to, or resulting from negligent or wrongful act(s) of Consultant, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Consultant hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28. Nor shall the same be construed to constitute agreement by Consultant to indemnify County for the negligent acts or omissions of County, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by Consultant to indemnify State of Florida, Department of Transportation for the negligent acts or omissions of State of Florida, Department of Transportation, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.

3.7.7 In addition to any Workers' Compensation insurance requirements contained in Article 13 of this Agreement, Consultant shall provide Workers' Compensation for its employees in accordance with all requirements of Florida's Worker's Compensation laws. If using leased employees or employees obtained through professional employer organizations ("PEOs"), then Consultant shall ensure that such employees are covered by Workers' Compensation insurances through the PEOs or other leasing entities. In the event Consultant uses any equipment rental agreements that include operators or other personnel who are employees or independent Consultants, sole proprietorships or partners, Consultant shall ensure that all such operators or other personnel are covered by insurance required under Florida's Workers' Compensation laws.

3.7.8 In addition to any insurance requirements contained in Article 13 of this Agreement, Consultant shall carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement meeting all coverages and requirements set forth in this section. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Consultant shall cause Levy County, a political subdivision of the State of Florida, its officers, elected officials, agents, employees and volunteers, and the Florida Department of Transportation to be made an Additional Insured to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the County and Florida Department of Transportation as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under this Agreement and may not be shared with or diminished by claims unrelated to the Agreement. The Policy/ies and coverage described herein may be subject to a deductible, and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or Self-Insured Retention. Prior to the execution of this Agreement, and at all renewal periods which occur prior to final acceptance of the Project, the County and the Florida Department of Transportation shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein as well as the appropriate endorsement naming the County (as described above) and the Florida Department of Transportation shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The County's or the Florida Department of Transportation's approval or failure to disapprove any policy/ies coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the County or the Florida Department of Transportation may have.

3.8 Federal Funds language intentionally omitted, not applicable for this Project.

ARTICLE 4 - COUNTY'S RESPONSIBILITIES

4.1 County shall perform the responsibilities contained in this Article in a timely manner so as not to delay the services of Consultant.

4.2 County shall furnish to Consultant, upon request of Consultant and at County expense, all existing studies, reports, and other available data pertinent to the services to be performed under this Agreement which are within the County's possession. However, Consultant shall be required to evaluate all materials furnished hereunder using reasonable professional judgement before relying on such materials.

4.3 County shall provide reasonable access and entry to all public property required by Consultant to perform the services described in this Agreement. All such access and entry shall be provided at County expense. County shall also use reasonable efforts to obtain permission for reasonable access and entry to any private property required by Consultant to perform the services described in this Agreement.

ARTICLE 5 - TERM/TERMINATION

5.1 The term of this Agreement shall begin on the date and year first above written and shall continue Consultant completes all services and provides all products contained in the Scope of Services and County accepts such services and products as satisfactory, unless otherwise terminated in accordance herewith.

5.2 This Agreement may be terminated by County without cause upon no less than thirty (30) calendar days' advance written notice to Consultant. This Agreement may be terminated by the County for cause upon no less than ten

(10) calendar days' advance written notice to Consultant, which notice specifies the cause of termination and allows the Consultant a reasonable period in which to cure the cause of termination. This Agreement may be immediately terminated by the County in the following circumstances: funds necessary to pay for the Consultant's services are no longer available, the Consultant is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors, or the Consultant fails to comply with Florida's public records laws.

5.3 In the event of termination, Consultant shall be entitled to compensation for services rendered and costs incurred through the effective date of termination. All finished or unfinished documents, data, studies, surveys, analyses, sketches, tracings, specifications, plans, designs, design calculations, details, computations, drawings, maps, models, photographs, reports, and other work product prepared by Consultant shall become the property of County and shall be delivered by Consultant to County immediately upon the effective date of termination.

5.4 Notwithstanding the foregoing, the Consultant shall not be relieved of liability for damages sustained by the County from breach of the Agreement by Consultant and the County may reasonably withhold payment to Consultant for the purposes of set-off until such time as the exact amount of damages due the County from the Consultant is determined.

ARTICLE 6 - PAYMENT

6.1 County shall pay the Consultant, based on the Tasks or sub-Tasks completed by Consultant or percentage of completion of the entire Project, as set forth in the Scope of Services. The total compensation to Consultant shall not exceed _____ Dollars (\$_____) for Consultant's services under this Agreement. In accordance with Section 287.055, Florida Statutes, signature of this Agreement by the Consultant shall serve as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation due under this Agreement are accurate, complete, and current at the time of contracting. The original price and any additions thereto shall be adjusted to exclude any significant sums by which County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the termination of this Agreement.

6.2 Consultant shall submit invoices for services rendered on a monthly basis to the County Procurement Department for processing. Invoices must be detailed as to nature of services performed with reference to the Scope of Services. Invoices must include a summary of any amounts previously billed and any credits for amounts previously paid.

6.3 Consultant acknowledges that each invoice will be reviewed by the County Road Department Director or designee. Should the County Road Department Director or designee, determine that the billing is not commensurate with services performed, work accomplished or hours expended, Consultant shall adjust invoice accordingly. However, Consultant is entitled to payment of any portion of an invoice that is not in dispute.

6.4 County shall pay Consultant's monthly invoices in accordance with the Florida Local Government Prompt Payment Act.

6.5 The County's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the County Commission. In the event budgeted funds which are sufficient for the County to pay the amounts provided for under this Agreement are not available for any upcoming fiscal period, the County shall notify the Consultant of such occurrence and this Agreement shall terminate on the last day of the then current fiscal period without penalty or expense to the County.

ARTICLE 7 - STANDARDS AND CORRECTIONS

7.1 Consultant shall perform or furnish to County all services for the Project to a level of technical skill, ability, and diligence as required of professionals having the level of skill, expertise and specialized knowledge, as represented to the County, both orally and in writing, to be possessed by Consultant. All services shall be provided in accordance with the

standards of professional engineering practice and with the laws, statutes, ordinances, codes, rules and regulations governing Consultant's profession. The same standards of care shall be required of any subconsultant engaged by Consultant.

7.2 Consultant shall, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the negligent act, error or omission of Consultant or any subconsultant or subConsultant engaged by Consultant under this Agreement. The foregoing shall be construed as an independent duty to correct rather than a waiver of County's rights under any applicable statute of limitations. County review of, approval of, acceptance of, or payment for any of Consultant's work product, services, or materials shall not be construed to operate as a waiver of any County's rights under this Agreement, or cause of action County may have arising out of the performance of this Agreement. The provisions of this section shall survive the termination of this Agreement.

ARTICLE 8 - COUNTY PROPERTY

All documents, data, studies, surveys, analyses, sketches, tracings, specifications, plans, designs, design calculations, details, computations, drawings, maps, models, photographs, reports, and other documents and plans resulting from Consultant's services under this Agreement shall become property of and shall be delivered to County without restriction or limitation as to use. If requested, Consultant shall deliver the documents to the County within fifteen (15) calendar days. Any use for other than for the specific project for which such items were created shall be at sole risk of County. Any other use by Consultant or other parties requires prior written approval by the County, which may be granted or denied in the sole discretion of the County.

ARTICLE 9 - NOTICES

Any notice required or permitted to be sent hereunder shall be sent by United States first class mail, postage prepaid, or hand-delivered to the parties at the addresses listed below:

If to County:

County Coordinator
P.O. Box 310
Bronson, FL 32621

If to Consultant:

ARTICLE 10 - NO CONTINGENT FEES

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

ARTICLE 11 - NO ASSIGNMENT

11.1 Neither this Agreement, nor any interest herein, shall be assigned, transferred or otherwise encumbered, under any circumstances by Consultant without prior written approval of County.

11.2 Consultant shall not subcontract any services or work to be provided to County without the prior written approval of the County. The County reserves the right to accept the use of a subconsultant or subconsultant or to reject the selection of a particular subconsultant or subconsultant and to inspect all facilities of any subconsultants in order to

determine the capability of the subconsultant or subconsultant to perform properly under this Agreement. The County's acceptance of a subconsultant or subconsultant shall not be unreasonably withheld. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

ARTICLE 12 - INDEMNIFICATION

12.1 The Consultant agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless County and all of County's elected officials, officers, agents, and employees from and against all claims, liability, loss, and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Consultant or its officers, agents or employees in performance or non-performance of its obligations under an agreement. Consultant recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to County when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of valuable consideration provided by County in support of these indemnification, legal defense and hold harmless contractual obligation in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Consultant of its liability and obligation to defend, hold harmless and indemnify County as set forth in this provision. Nothing herein shall be construed to extend County's liability beyond that provided in Section 768.28, Florida Statutes.

In the event that Consultant qualifies as a "design professional" and the performance of services under this Agreement constitutes a "professional services contract" (as those terms are defined in Section 725.08, Florida Statutes) the following will replace the foregoing indemnification provisions: Consultant shall indemnify and hold harmless 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 intentional wrongful conduct of Consultant and other persons employed or utilized by Consultant in the performance of Consultant's services under this Agreement.

12.2 The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

12.3 The provisions of this Article shall survive the termination of the Agreement.

ARTICLE 13 - INSURANCE

Before performing any work, the Consultant shall, at its sole cost and expense, procure and maintain throughout the term of this Agreement, insurance policies in coverages and limits required below, or to the extent and in such amounts as required and authorized by Florida law.

In addition, for those policies that are allowed by law to carry an additional named insured, Consultant will provide declarations pages from policies or insurance policies (other similar evidence) of insurance executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, listing coverages and limits, expirations dates, terms of policies and all endorsements, and shall include the RFQ/Project Name, and naming "Levy County, a political subdivision of the State of Florida, its elected officials, officers, employees, agents, and volunteers," as a named, additional insured, as well as furnishing County with a certified copy, or copies, of said insurance policies.

In addition, each policy required below shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverages or limits, written notice thereof shall be given to County. Any and all deductibles to any insurance policy shall be the responsibility of the Consultant. Said insurance coverages procured by Consultant as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance,

available to County, and that any other insurance, or self-insurance available to County shall be considered secondary to, or in excess of, the insurance coverage(s) procured by County as required herein. Nothing herein shall be construed to extend County's liability beyond that provided in Section 768.28, Florida Statutes.

Coverages and limits for the insurance required herein shall be as follows:

- A. Worker's Compensation:** Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employer's Liability with a limit of \$3,000,000 each accident, \$1,000,000 each employee, \$1,000,000 policy limit for disease.
- B. Professional Liability Insurance:** Coverage of a minimum one million dollars (\$1,000,000) in coverage for this project.
- C. Public Liability Insurance:** Policy must include bodily injury and property damage, Combined Single Limits (SCL) of \$300,000 minimum.
- D. Commercial General Liability – Occurrence Form Required:** Commercial general liability (CGL) insurance with a limit of not less than \$3,000,000 each occurrence. If such CGL insurance contains a general aggregate limit it shall apply separately to this location/project in the amount of \$6,000,000. Products and completed operation aggregate shall be \$6,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, product and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Damage to rented premises shall be included at a minimum of \$100,000.
- E. Commercial Automobile Liability Insurance:** Automobile liability insurance with a limit of not less than \$3,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

ARTICLE 14 - CONTACT PERSONS

Upon written request of Consultant, the County Coordinator shall designate one or more County employee(s) to whom all communication pertaining to the day-to-day conduct of the performance of this Agreement shall be addressed.

ARTICLE 15 - SEVERABILITY

In the event that a court having appropriate jurisdiction deems any provision of this Agreement invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all terms and provisions hereof. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed by the other party as a waiver of any subsequent breach.

ARTICLE 16 - GOVERNING LAW/VENUE/WAIVER OF JURY TRIAL/SOVEREIGN IMMUNITY

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the Eighth Judicial Circuit in and for Levy County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

ARTICLE 17 - INDEPENDENT CONSULTANT

Consultant enters into this Agreement as, and shall continue to be, an independent Consultant. All services shall be performed only by Consultant and its employees, subConsultants and subconsultants. Under no circumstances shall Consultant, its employees, subConsultants or subconsultants look to the County as his/her employer, or as a partner, agent of principal. Neither Consultant, nor any of and its employees, subConsultants and subconsultants, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Consultant shall be responsible for providing, at Consultant's expense, and in Consultant's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

ARTICLE 18 - THIRD PARTY BENEFICIARIES

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

ARTICLE 19 – MISCELLANEOUS PROVISIONS

19.1 Pursuant to Section 215.4725, Florida Statutes, contracting with any entity listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Any contract for goods or services of One Million Dollars (\$1,000,000) or more may be terminated at the County's option if it is discovered that the Consultant submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

19.2 As required by Section 287.133(3)(a), Florida Statutes: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases or real property to a public entity; may not be awarded or perform work as a Consultant, supplier, subConsultant, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

19.3 If it is discovered that Consultant provided false statements in the Non-Collusion Affidavit submitted with its proposal, or it is discovered that collusion existed between Consultant and any other proposers or parties, the responses of all participants in such collusion will be rejected and/or this Agreement terminated and no participants in the collusion will be considered in future procurement processes.

19.4 The Consultant must comply, as applicable, with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Florida Civil Rights Act, and Levy County Resolution 2011-59, and other laws that prohibit harassment and discrimination, all as the same may be amended. Specifically, but not by way of limitation, the Consultant agrees that:

- No person shall, on the grounds of race, color, sex, religion, age, disability, national origin, genetics, pregnancy or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service funded through this Contract.
- Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin, genetics, pregnancy or marital status. Consultant agrees to post notice in a conspicuous place, available to employees and applicants for employment, setting forth the provision of this non-discrimination clause.

- Consultant will, in all solicitations or advertisements regarding program activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin, genetics, pregnancy or marital status.
- County may require Consultant to submit reports, and permit the County access to Consultant’s books, records, accounts and other sources of information and its facilities, as may be reasonably necessary to determine Consultant’s compliance with laws that prohibit harassment and discrimination.

IN WITNESS WHEREOF, the parties hereto have caused the execution of these premises as of the date and year first above written.

BOARD OF COUNTY COMMISSIONERS
 LEVY COUNTY, FLORIDA
 Russell Meeks, Jr., Chair

Date: _____

ATTEST: Danny Shipp, Clerk of the
 Circuit Court and Ex-Officio Clerk of
 the Board of County Commissioners

Danny Shipp, Clerk

APPROVED AS TO FORM AND
 LEGAL SUFFICIENCY

Nicolle M. Shalley, County Attorney

By: _____

Title: _____

Date: _____

ATTEST/WITNESS

Secretary of Corporation

END OF PART III

PART IV – REQUIRED AND OPTIONAL FORMS
(Forms begin on following pages)

RESPONSE SIGNATURE FORM

The undersigned attests to his/her authority to submit this response and to bind the entity/firm herein named to perform in accordance with an agreement entered into with the County, if the entity/firm is awarded the agreement by the County. The undersigned further certifies that he/she has read the entire Request for Qualifications package, and any other documentation relating to the Request for Qualifications, and that this response is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

Type of Organization (please check one):

- INDIVIDUAL
- PARTNERSHIP
- CORPORATION
- JOINT VENTURE
- LLC

Firm Name: _____

Home Office Address: _____

City, State, Zip: _____

Address (Servicing Levy County if Different from Above): _____

Name/Title of Levy County Rep: _____

Telephone: _____ Fax: _____

Signature: _____ Date: _____

Is Respondent a small or minority business, women’s business enterprise, or labor surplus area firm?

Yes No (Check which is applicable)

As Addenda are considered binding as if contained in the original Request for Qualifications, it is critical each respondent acknowledge receipt of same. The submittal may be considered void if receipt of addendum is not acknowledged.

Receipt of Addenda Acknowledged:

Addendum No. _____ Dated _____

Signature _____

Addendum No. _____ Dated _____

Signature _____

Addendum No. _____ Dated _____

Signature _____

DRUG FREE WORKPLACE FORM

The undersigned Respondent in accordance with Section 287.087, Florida Statutes, hereby certifies that the Respondent _____ (name of firm or individual) does:

1. Publish a statement notifying employees that the unlawful manufacture, distributions, 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 maintain a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
 3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
 4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 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 any employee who is so convicted.
 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

NAME OF RESPONDENT:

Signature: _____
Title: _____
Date: _____

NON-COLLUSION AFFIDAVIT

I, _____ of the County of _____

According to law on my oath, and under penalty of perjury, depose and say that:

- 1. I am _____ of the firm of _____ providing this response to RFQ 2022-01 for Engineering Services, and that I executed the said response with full authority to do so.
- 2. This response has been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to qualifications or responses of any other responder or with any competitor; and no attempt has been made or will be made by the responder to induce any other person, partnership or corporation to submit, or not to submit, a response for the purpose of restricting competition;
- 3. The statements contained in this affidavit are true and correct, and made with full knowledge that Levy County relies upon the truth of the statements contained in this affidavit in awarding contracts for any services resulting from this RFQ for said project.

Signature of Respondent Representative

Date

STATE OF: _____

COUNTY OF: _____

Sworn to (or affirmed) and subscribed before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 20____, by _____ (name), as _____ (title) for _____ (name of respondent). ____ Personally known OR ____ Produced Identification _____ (type of identification)

NOTARY PUBLIC

My Commission Expires: _____

CONFLICT OF INTEREST DISCLOSURE STATEMENT

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their responses or bids whether any officer, director, employee or agent is also an officer or an employee of the Board of County Commissioners. All respondents must disclose whether any officer, partner, director or proprietor is the spouse or child of one of the members of the Board of County Commissioners. All respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches or affiliates. All respondents must also disclose the name of any employee, agent, lobbyist, previous employee of the Board, or other person, who has received or will receive compensation of any kind in connection with the response to this RFQ. All respondents are also required to include a disclosure statement of any potential conflict of interest that the respondent may have due to other clients, contracts, or interest associated with the performance of services under this RFQ and any resulting agreement. Use additional sheets if necessary.

Names of Officer, Director, Employee or Agent that is also an Employee of the Board:

Names of Officer, Partner, Director or Proprietor who is spouse or child of Board Member:

Names of County Officer or Employee that owns 5% or more in Respondent's firm:

Names of applicable person(s) who have received compensation:

Description of potential conflict(s) with other clients, contracts or interests:

None of the above applicable: _____

Signature: _____ Printed Name: _____

Respondent Name: _____

Date: _____

VENDOR INFORMATION SHEET

DATE: _____

COMPANY NAME: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

TOLL FREE NUMBER: _____

EMAIL: _____

FEID NUMBER: _____ OR SSN: _____

CONTACT PERSON: _____

TITLE: _____

CONTACT NUMBER: _____

.....

The information requested above is necessary to update our files or to add your name to the County's vendor list. You are a vital part of the operation of Levy County and we want to thank you for your support. The information on this form will allow us to pay you for the goods and/or services we have received in a timely manner and give us the ability to contact the necessary person in case there is a problem or question in processing.

VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

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

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

(Typed or Printed)

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

W9 FORM
(on following page)

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.