



**LEVY COUNTY BOARD OF COUNTY COMMISSIONERS**

**P.O. BOX 310  
310 SCHOOL STREET  
BRONSON, FL 32621  
PHONE: (352) 486-5218**

**COVER PAGE**

**RFP\_2025\_010 – LEVY COUNTY COMPREHENSIVE PLAN UPDATE 2050**

**RFP TIMELINE:** Refer to Part 1, Section 3 on page 4

**SUMMARY OF SCOPE:** The County is soliciting sealed proposals from qualified professional firms to update the entire Levy County Comprehensive Plan to reflect a planning horizon through 2050 in accordance with Chapter 163, Part II, known as the Community Planning Act.

**SUBMITTAL OF PROPOSAL:** Levy County only accepts electronic submittals through “E-Bidding” on the DemandStar platform [www.DemandStar.com](http://www.DemandStar.com). To submit a proposal you must be registered with DemandStar. For questions relating to this procurement process, contact Lisa Makar, Office Manager at [Makar.Lisa@LevyCounty.org](mailto:Makar.Lisa@LevyCounty.org)

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## PART 1 – SCOPE OF WORK AND PROJECT REQUIREMENTS

1. **BACKGROUND:** Levy County is a local government entity governed by a Board of County Commissioners (the “Board” or “BOCC”) and administered by a County Manager. The County is approximately 1,413 square miles in size and has a population of approximately 46,000 (that includes 7 municipalities). The unincorporated area is largely rural with approximately 92.8% of the County’s Future Land Use being comprised of Natural Resources and Conservation (18%), Forestry/Rural Residential (42.4%) and Agricultural/Rural Residential (32.4%).

In 1990, the Board adopted the Levy County Comprehensive Plan pursuant to the provisions of Chapter 163, Florida Statutes, and has subsequently amended the Plan in accordance with the requirements of State Law. Most recently, on June 3, 2025, the Board adopted Ordinance 2025-4 to amend the Levy County Comprehensive Plan based on an Evaluation and Appraisal Report (EAR). The EAR included a Data and Analysis Report for 10-year and 20-year planning periods prepared by Infrastructure Consulting and Engineering and funded by a State CPTA Grant. The June 3<sup>rd</sup> Meeting Packet (the EAR Amendment Ordinance is Item #13) can be viewed at <https://meetings.municode.com/PublishPage/index?cid=LEVYFL&ppid=30f40d5f-0bf1-4d60-8413-75276d9d7712&p=1> The EAR Amendment Ordinance has been transmitted to the State Land Planning Agency for review.

The County’s Planning and Zoning Official services are currently being provided by the outside consulting firm JBrown Professional Group, Inc, and they will provide general oversight/administration of this project on behalf of the County.

2. **SCOPE OF SERVICES:** The County is soliciting sealed proposals from qualified professional firms to update its Comprehensive Plan through 2050. The County seeks a firm that has demonstrated experience and innovation in developing Comprehensive Plans for local governments in Florida, including robust community engagement. The County desires for its Comprehensive Plan 2050 to be engaging and easy to use and understand by incorporating maps, photos and illustrations and to serve as a comprehensive, clear and consistent guide for future development of the County through 2050. The County desires a collaborative planning process that will create a unified vision for the future of development within the county, while ensuring adherence to all state law requirements.

The work is envisioned to consist of the Tasks generally described below, understanding that it is the County’s goal to finally adopt a new Comprehensive Plan 2050 no later than December 2026.

	Task Description	Estimated Timeline
Task 1	Project kick-off meeting with County Staff	Week of August 11

<b>Task 2</b>	<b>Present proposed project plan and schedule to PC and BoCC</b>	<b>Planning Commission – August 25 BoCC – Sept 2</b>
<b>Task 3</b>	<b>Series of Public Workshops, Planning Commission and BOCC presentations,</b> perhaps organized by topics such as:  Topic 1 – Vision Statement and Strategic Initiatives Topic 2 – Future Land Use Topic 3 – Housing and Economic Topic 4 – Conservation and Coastal management; Recreation, Open Space and Springs Protection Topic 5 – Public School Facilities and Intergovernmental Coordination Topic 6 – Transportation, Capital Improvements and Infrastructure	<b>October 2025 through February 2026</b>
For Task 3, the Consultant is expected to: <ol style="list-style-type: none"> <li>Coordinate and support a robust public participation process.</li> <li>Prepare and produce high quality public outreach materials graphically and in writing describing facts, findings, analysis, and alternatives.</li> <li>Prepare presentations and supporting materials to present at public meetings and workshops. The purpose of these meetings will be to provide an overview of the update process, present progress updates, receive comments from citizens, elected and appointed officials, stakeholder groups, and County staff. The information gathered from the public input process is critical to informing and guiding the Task 4 work.</li> </ol>		
<b>Task 4</b>	<b>Drafting and presenting 2050 Comprehensive Plan Elements and Data and Analysis</b>	<b>March through July 2026</b>
For Task 4, the Consultant is expected to: <ol style="list-style-type: none"> <li>Prepare a draft comprehensive plan document, including updating data and analysis (if needed.) This will include editing existing text or drafting new clear, concise text and policies supported by the public input, information in existing records, new plans and studies, data analysis, and best practices.</li> <li>Present the draft elements - Future Land Use, Housing, Infrastructure, Capital Improvements, Coastal Management, Conservation, Economic, Intergovernmental Coordination, Private Property Rights, Public School Facilities, Recreation and Open Space, Springs Protection, Transportation Circulation - to the Planning Commission, Board of County Commissioners and stakeholders during public meetings and workshops for final input.</li> <li>Prepare the final, complete Comprehensive Plan for adoption by County Ordinance. The County Attorney’s Office will assist with the preparation of the County form of Ordinance and Ordinance advertisement.</li> </ol>		

<b>Task 5</b>	<b>Present final draft 2050 Comprehensive Plan Ordinance – transmittal stage and adoption stage</b>	<b>Planning Commission - August 2026</b>  <b>BOCC transmittal hearing– September 2026</b>  <b>BOCC adoption hearing – December 2026</b>
For Task 5, the Consultant is expected to: <ul style="list-style-type: none"> <li>a. Present the final draft ordinance to the Planning Commission for review and recommendation,</li> <li>b. Present to the BOCC at a transmittal hearing,</li> <li>c. Handle all aspects of the State Coordinated Review Process, including submittal to all State reviewing agencies and reviewing and responding to an ORC Report (if necessary),</li> <li>d. Present to the BOCC at a final adoption hearing.</li> </ul>		

- 3. RFP TIMELINE:** The County reserves the right to revise this timeline by issuance of written addenda to this RFP. Proposer must adhere to the published timeline, as revised from time to time.

<b>PROCESS STEPS</b>	<b>DATE/TIME</b>
Date of Distribution/post on DemandStar	Tue, July 8, 2025
Deadline for Questions and Contract Exception Form	Mon, July 14, 2025 at 4pm
Final Addenda Posted	Wed, July 16, 2025 at 4pm
Proposal Due Date NOTE: Any proposal that is submitted after the due date and time (regardless of reason) will be rejected by the County.	Mon, July 21, 2025 at 2pm
Proposal Opening at the Levy County Government Center, 318 Mongo Street, Room C, Bronson, FL 32621	Monday, July 21, 2025 at 4pm
Professional Services Committee Meeting at the Levy County Government Center, 318 Mongo Street, Room C, Bronson, FL 32621 to review and rank proposals	Wed, July 23, 2025 at 1pm
County Commission Meeting at the Levy County Government Center Auditorium, 310 School Street, Bronson, FL 32621 – Authorize staff to negotiate with top firm(s) in ranked order and authorize Chair to sign the Contract	Tues, Aug 5, 2025 at 9am

- 4. PROPOSAL FORMAT/CONTENTS:** Proposals should be numbered sequentially. In determining the overall quality and completeness of a proposal, document presentation, organization, and format will be considered. Proposals must be organized in the following format. If any criterion is not applicable, or if the proposer has no information to provide in response to that criterion, the proposer shall so indicate.

**Part 1 – Knowledge, Experience and Qualifications of Personnel and the Firm (Total Possible Points 35):**

- A list of the persons who will be assigned to provide the Services with a description of their anticipated role, including identifying the primary contact to manage the Services.
- A resume for each person on the list that describes their experience, education, and qualifications to provide the Services.
- A list of projects/work of a similar nature that the firm or its personnel have been involved.

**Part 2 – Approach to Services (Total Possible Points 30):** Proposer shall provide a written narrative explaining their intended approach and a proposed timeline for the completion of the Services with clear deadlines and specific action items identified for each phase of the project, including alternatives for providing effective stakeholder engagement and public participation and underrepresented members of our community.

**Part 3 – Price Proposal (Total Possible Points 30):** Proposer shall describe basis for billing for the Services, such as a fixed fee for each Task or hourly rates with a not to exceed amount per Task. Please include time/cost for travel to public meetings. For Budget purposes, it is critical to the County to have a maximum cost for these Services.

**Part 4 – Forms and Documents (Total Possible Points 5):**

1. Completed Proposal Signature Form (with all Forms and required documents attached); and
2. Copies of Certifications/Licenses (if any) of personnel who will be assigned to the Services.

**5. REVIEW OF PROPOSALS; SELECTION PROCESS:** The County will evaluate each complete proposal received based on capabilities, adequacy of personnel, past record, experience, whether the proposer is a certified minority business enterprise and other factors determined by the County to be applicable to the particular requirements of the Services. The County 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(s) as deemed to be in the best interest of the County. The Board shall be the final judge of the merits of any award and its decision(s) shall be final.

**The following selection process will be followed for this RFP:**

**First,** the proposals will be publicly opened at the date/time/place specified in this RFP and the name of each proposer will be announced at that meeting.

**Second,** the Professional Services Committee (consisting of the County Manager, Development Director and the County Attorney) will hold a public meeting to discuss and score the proposals (based on the weighted criteria in Section 4 above.) The Professional Services Committee may hold a closed meeting to conduct interviews (if they determine interviews necessary) by phone or virtual means, such as Teams, Zoom, or Go to Meeting.

**Third,** the Professional Services Committee will present its ranking to the Board of County Commissioners, who, if satisfied, will direct the County Manager (or designee) to negotiate with the proposers in ranked order, and authorize the Chair to sign the Agreement (in the Form contained in Part 3 of this RFP), subject to approval by the County Attorney as to form and legal sufficiency.

Note: In the event that the top ranked proposer does not execute an Agreement, the County reserves the right to negotiate with the next highest ranked proposer, and so on, until an Agreement is executed or until the County elects to end the RFP process.

**Note regarding Public Meetings and Public Records:** In accordance with Section 119.071(1)(b)2, Florida Statutes, the sealed proposals, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from Section 119.07(1), Fla. Stat., and s. 24(a), Art. I of the State Constitution, until such time as the County provides notice of an intended decision or until 30 days after opening the proposals, proposals, or final replies, whichever is earlier.

In addition, in accordance with Section 286.0113(2), Florida Statutes, any portion of a meeting at which a proposer 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; but will be recorded and made available as required by State law.

6. **INSURANCE REQUIREMENTS:** Certificates of Insurance or other proof must be provided as evidence that Proposer has policies in effect with coverages and limits 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 Employers' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.
  - b. **Commercial General Liability – Occurrence Form Required:** Commercial general liability (CGL) insurance with a limit of not less than \$300,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$600,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, produces 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.
  - c. **Commercial Automobile Liability Insurance:** Automobile liability insurance with a limit of not less than \$300,000 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). This policy shall be endorsed to provide contractual liability coverage.

**END OF PART 1**

## PART 2 – INTENT AND GENERAL INFORMATION

Thank you for your interest in working with Levy County. General information regarding this procurement process is provided below:

1. **INTENT:** It is the intent of Levy County ("County") to negotiate a contract with a qualified proposer who meets, or exceeds, all requirements set forth in this Request for Proposals ("RFP").
2. **QUESTIONS, EXCEPTIONS TO FORM OF AGREEMENT AND ADDENDA:** There shall not be any contact between a potential proposer/proposer or their representative(s) and any member of County Staff or County Commissioners regarding this Project or RFP.

The County will not respond to verbal (in person or phone) questions regarding this RFP. Proposers must submit written questions (via email, mail or hand delivery) to the Office Manager at P.O. Box 310 or 310 School Street, Bronson, Florida 32621; email: MAKAR-LISA@LEVYCOUNTY.ORG.

Any proposer who requires/requests revision(s) to the Form of Agreement (contained in Part 3 of this RFP) must submit a completed Contract Exception Form (contained in Part 3 of this RFP.) The County is under no obligation to grant any exceptions and proposals that are contingent on exceptions being granted will not be accepted. If an exception is rejected by the County during the question portion of this RFP process and the proposer subsequently submits a proposal, the proposer is deemed to have waived their request for an exception.

All questions and Contract Exception Forms must be received by the County prior to the deadline for same in order to receive a response. 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 RFP or the Contract. All addenda will be sent to all proposers who received the RFP from the County and will also be posted in DemandStar. Each proposer must acknowledge receipt of addenda as part of its proposal and is presumed to have read and be thoroughly familiar with the provisions of this RFP and its addenda.

3. **HOW TO SUBMIT A PROPOSAL:** The County only accepts electronic submittals through "E-Bidding" on the DemandStar platform. In order to submit a proposal, the proposer must be registered with DemandStar. The complete proposal must be uploaded in pdf format unless the RFP specifically states otherwise. Any proposal submitted after the due date and time will not be accepted by the DemandStar platform and will not be considered. The County is not responsible for any delays in delivery or uploading of a proposal caused by any issues experienced in attempts to upload on the DemandStar platform or caused by any other occurrence. A proposer should give sufficient time to address any delivery or uploading issues when it schedules the submittal of its proposal.

Proposals must be submitted in the format specified by the County in this RFP. Any erasures or other corrections to the County Forms must be explained or noted over the signature of the proposer. Forms containing any conditions, omissions, erasures, alterations, or irregularities of any kind, whether explained or noted or not, may be rejected by the County.

The documents listed on the Proposal Signature Form must accompany any proposal submitted. A proposal submitted without the required documents may result in the County deeming the proposal non-responsive. The County reserves the right to request additional information from any proposer prior to award.

The County is not responsible for any expense incurred by a proposer in reviewing, evaluating, preparing, or submitting a proposal. Proposers are solely responsible for the entire expense of responding to this RFP.

4. **WITHDRAWAL OF PROPOSALS:** Modifications to or withdrawal of a proposal may be made up until the Due Date. Modifications and withdrawals must be documented in the DemandStar platform in order to be recognized by the County. Error or negligence in preparing the proposal confers no right for withdrawal of the proposal after it has been opened.
5. **ARITHMETIC DISCREPANCIES:** For the purpose of evaluation of proposals, the following will be utilized in resolving arithmetic discrepancies found in any proposal:
  - a. Obviously misplaced decimal points will be corrected.
  - b. In case of discrepancy between unit price and extended price, the unit price will govern.
  - c. Apparent errors in addition of lump sum and extended prices will be corrected.
6. **CODE OF ETHICS:** With respect to this RFP, if any proposer violates or is a party to a violation of the State of Florida Code of Ethics for Public Officers and Employees, Chapter 112, Part III, Florida Statutes, such proposer shall be disqualified from furnishing the goods or services for which the proposal is submitted and may be further disqualified from participating in future County procurement processes.
7. **EQUAL EMPLOYMENT OPPORTUNITY:** 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, no proposer will be discriminated against on the grounds of race, color, or national origin. In addition, in accordance with the provisions of the County's Procurement Policy, small and minority business enterprises, women's business enterprises and labor surplus area firms will be afforded full opportunity to submit responses to this RFP.

**END OF PART 2**

## PART 3 – REQUIRED AND OPTIONAL FORMS

**(Forms on Following Pages)**

## STATEMENT OF NON-SUBMITTAL

Levy County  
Board of County Commissioners  
P.O. BOX 310  
Bronson, FL 32621  
(352) 486-5218

If you do not intend to submit a response to the Request for Proposals, please return this form to the above address or email it to [Makar.Lisa@LevyCounty.org](mailto:Makar.Lisa@LevyCounty.org). If this statement is not completed and returned, your company may be deleted from the Levy County vendors' list for this service.

We the undersigned have declined to submit a response on **REQUEST FOR PROPOSALS 2025\_010 LEVY COUNTY COMPREHENSIVE PLAN UPDATE 2050** for the following reason(s):

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

Remarks:

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Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Signature: \_\_\_\_\_

Telephone: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_

## PROPOSAL SIGNATURE FORM

### ITB\_2025\_010 – Levy County Comprehensive Plan Update 2050

The undersigned (“Authorized Signatory”) confirms each of the following statements on behalf of the Proposer:

- They are authorized to submit this proposal and to bind the Proposer to the terms and conditions of this RFP.
- They have read the entire RFP package and any other documentation related to the RFP, including specifically any addenda issued by the County; and have made any inquiries they deem necessary to determine conditions prior to submission of this proposal.
- This proposal is submitted with full knowledge and understanding of the terms and conditions of this RFP

The proposal submitted includes all of the following signed forms and required documents:

- ☐ COMPLETE PROPOSAL IN THE FORMAT SPECIFIED IN PART 1 SECTION 4
- ☐ SWORN STATEMENT ON PUBLIC ENTITY CRIME
- ☐ NON-COLLUSION AFFIDAVIT
- ☐ DRUG-FREE WORKPLACE FORM (Note: this form is optional, but may be used to break a tie)
- ☐ CONFLICT OF INTEREST DISCLOSURE STATEMENT
- ☐ VENDORS ON SCRUTINIZED COMPANIES LIST FORM
- ☐ CERTIFICATES OF INSURANCE OR OTHER PROOF OF INSURANCE COVERAGES REQUIRED IN PART 1

Is Proposer a small or minority business, women’s business enterprise, or labor surplus area firm? ☐ Yes ☐ No

Name of Proposer: \_\_\_\_\_

If Proposer is an entity, list type: \_\_\_\_\_

Proposer Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Name of Authorized Signatory: \_\_\_\_\_

Email Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL**

## SWORN STATEMENT ON PUBLIC ENTITY CRIME

Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes

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

1. This sworn statement is submitted to \_\_\_\_\_  
By \_\_\_\_\_  
(Print individual name and title)  
For \_\_\_\_\_  
(Print name of entity submitting statements)  
Whose business address is \_\_\_\_\_  
and if applicable whose Federal Employer Identification Number (FEIN) is \_\_\_\_\_.  
If the entity has no FEIN, include Social Security Number of the individual signing this Sworn Statement:  
\_\_\_\_\_.
2. I understand that a “public entity crime” as defined in paragraph 287.133(1)(a), Florida Statutes, mean violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a Jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in a relation to the entity submitting this sworn statement. (Please indicate which statement applies).

☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months AND (Please indicate which additional statement applies).

☐ The entity submitting the sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order by the Hearing Officer determined that it was not in the public interest place the entity submitting this sworn statement on the convicted vendor list. (Attached is a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS LONGER. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
(Signature)

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 proposer) Personally known ☐ OR Produced Identification ☐ \_\_\_\_\_  
(type of identification).

\_\_\_\_\_  
(Signature) Notary Public

(SEAL)

My Commission expires \_\_\_\_\_

**THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL**

## 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 that I executed the said proposal 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 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 ITB for said project.

\_\_\_\_\_  
(Signature of Proposer 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 proposer) Personally known ☐ OR Produced Identification ☐ \_\_\_\_\_ (type of identification).

\_\_\_\_\_  
(Signature) Notary Public

(SEAL)

\_\_\_\_\_  
(Printed, typed or stamped commissioned name of notary public)

My Commission expires \_\_\_\_\_

**THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL**

## DRUG-FREE WORKPLACE FORM

The undersigned Proposer in accordance with Section 287.087, Florida Statutes hereby certifies that the Proposer \_\_\_\_\_ (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 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 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 State 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 Proposer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**THIS DOCUMENT IS OPTIONAL, BUT MAY BE USED TO BREAK A TIE, SO IT IS RECOMMENDED TO BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL**

## CONFLICT OF INTEREST DISCLOSURE STATEMENT

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All proposers must disclose with their proposals whether any officer, director, employee or agent is also an officer or an employee of the Board of County Commissioners. All proposers 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 proposers 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 proposers 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 ITB. All proposers are also required to include a disclosure statement of any potential conflict of interest that the proposer may have due to other Clients, contracts, or interest associated with the performance of services under this ITB and any resulting agreement. Use additional sheets if necessary.

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

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

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Names of County Officer or Employee that owns five percent (5%) or more in Proposers Firm:

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

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

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None of the above applicable: ☐

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Proposer Name: \_\_\_\_\_

Date: \_\_\_\_\_

**THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL**

## VENDORS ON SCRUTINIZED COMPANIES LIST

By executing this Certificate, the proposal 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 proposal proper immediately or immediately terminate any agreement entered into for cause if the proposal 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 proposal proposer has submitted a false certification, the County will provide written notice to the proposal proposer. Unless the proposal 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 proposal proposer. If the County's determination is upheld, a civil penalty shall apply, and the proposal proposer will be ineligible to proposal 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 proposal 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.: \_\_\_\_\_

**THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL**

**CONTRACT EXCEPTION FORM**

Any proposer who requires/requests revision(s) to the Form of Contract (contained in Part 3 of this RFP) must submit this completed Contract Exception Form **during the Question portion of the RFP process**. The County is under no obligation to grant any exceptions and any proposal submitted that is contingent on exceptions to the Contract being granted will not be accepted. If an exception is rejected by the County and the proposer subsequently submits a proposal, the proposer is deemed to have waived their request for a Contract exception.

<b>Request for Revision to Form of Contract</b>
<b>Identify the specific Contract provision(s) that Proposer takes exception to:</b>
<b>Explain the specific revision(s) that are being requested (such as, delete the provision or modify it to state...)</b>

Signature: \_\_\_\_\_

Printed Name of Authorized Signatory: \_\_\_\_\_

Name of Proposer: \_\_\_\_\_

Date: \_\_\_\_\_

**IF PROPOSER HAS ANY QUESTIONS, THIS FORM MUST BE COMPLETED  
AND SUBMITTED BEFORE THE QUESTION PERIOD DEADLINE**

# FORM OF AGREEMENT

## AGREEMENT FOR REQUEST FOR PROPOSALS NO. 2025\_010 LEVY COUNTY COMPREHENSIVE PLAN UPDATE 2050

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 \_\_\_\_\_ (the "Consultant") on \_\_\_\_\_, 2025 (the "Effective Date").

### RECITALS:

WHEREAS, on \_\_\_\_\_, 2025, County issued Request for Proposals No. **2025\_010** for the services described in Article II below (the "RFP") in accordance with applicable procurement policies and procedures;

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

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

The RFP consisting of \_\_\_\_ pages, addenda dated \_\_\_\_\_, 2025 (the "Addenda") and the proposal submitted by Consultant dated \_\_\_\_\_, 2025 (the "Proposal"), all of which are on file with the County, are made a part of this Agreement. In the event of any conflict, the documents will be given precedence in the following order: (1) this Agreement; (2) The Business Associate Agreement; (3) the Addenda; (4) the RFP; and (5) the Proposal.

### ARTICLE 2 – SCOPE OF SERVICES

2.1 The Project consists of the following Scope of Services:

#### 1. ((insert from Part 1 of RFP))

### ARTICLE 3 – CONSULTANT'S RESPONSIBILITIES

3.1 Consultant shall perform the Scope of Services in strict accordance with the provisions of this Agreement.

3.2 Upon execution of this Agreement, Consultant shall provide a copy of all current licenses, credentials, or certifications required by law for the services hereunder. All licenses, credentials, or certifications required must remain valid for the term of this Agreement.

3.3 Consultant agrees that, to the best of its ability, the key personnel identified in the Proposal 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 Proposal, it shall provide prompt notice including the names and qualifications of the replacement personnel to County.

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

3.5 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 19, 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 from 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, 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 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.

**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**

#### **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 comply with all federal, state, and local statutes, rules, codes, ordinances, and regulations that apply to the performance of this Agreement.

#### **ARTICLE 5 – TERM/TERMINATION**

5.1 The term of this Agreement shall begin on the Effective Date and continue until completion of the Services.

5.2 This Agreement may be terminated as follows:

a. Without cause: County must provide no less than thirty (30) calendar days' advance written notice to Contractor.

b. With cause: Either party may terminate for cause upon no less than ten (10) calendar days' advance written notice to the other party, which notice specifies the cause of termination and allows 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 Consultants 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, 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 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 – METHOD OF BILLING/PAYMENT**

6.1 Consultant agrees to provide the Scope of Services to the County for the sum of \_\_\_\_\_ (\$\_\_\_\_\_) for services actually performed by Consultant as set forth in the Price Proposal.

6.2 Consultant shall submit all billings for payment for work performed to the County department requesting the services for processing. Billings shall be detailed as to nature of the work performed. Billings shall include a summary of any amounts previously billed and any credits for amounts previously paid.

6.3 Consultant acknowledges that each billing must be reviewed and approved by the applicable County Department Director/Manager. Should the County Department Director/Manager, determine that the billing is not commensurate with the Work performed, accomplished or hours expended, Consultant shall adjust billing accordingly. However, Consultant shall be entitled to payment of any portion of a billing not in dispute.

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

#### **ARTICLE 7 – CORRECTIONS**

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 subcontractor or subcontractor(s) 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 article 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**

If to County:

County Manager  
P.O. Box 310  
310 School Street  
Bronson, FL 32621

If to Consultant:

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#### **ARTICLE 10 – NO CONTINGENT FEES**

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

#### **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 approve of County.
- 11.2 Consultant shall not subcontract any services or work to be provided to County without prior written approval of the County. The County reserves the right to accept the use of a subcontractor or subcontractor or to reject the selection of a particular subcontractor or subcontractor and to inspect all facilities of any subcontractors in order to determine the capability of the subcontractor or subcontractor to perform properly under this Agreement. 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 Contractor 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.
- 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 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, expiration dates, terms or policies and all endorsements, and shall include the RFP/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 required insurance is as follows:

**A. ((insert from Part 1 of RFP))**

**ARTICLE 14 – CONTACT PERSONS**

Upon written request of Consultant, the County Manager 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 in 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, subcontractors and subconsultants. Under no circumstances shall Consultant, its employees, subcontractors, or subconsultants look to the County as his/her employer, or as a partner, agent of principal. Neither Consultant, nor any of its employees, subcontractors 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 consultant for goods or services on 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; may not submit a proposal, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a proposal, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals, proposals, or replies on leases or real property to a public entity; may not be awarded or perform work as a consultant, supplier, subcontractor, or Consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 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 Contractor 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 the 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 Agreement.
  - 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.

#### ARTICLE 20 – SPECIAL CONTRACT TERMS

**((insert from Part 1 of the RFP, if any))**

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the Effective Date.

BOARD OF COUNTY COMMISSIONERS  
LEVY COUNTY, FLORIDA

\_\_\_\_\_  
Desiree Mills, Chair

Date: \_\_\_\_\_

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

\_\_\_\_\_  
Matt Brooks, Clerk

Approved as to form and legal sufficiency

\_\_\_\_\_  
Nicolle M. Shalley, County Attorney

Consultant

\_\_\_\_\_  
By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST/WITNESS

\_\_\_\_\_  
Secretary of Corporation