

**LEVY COUNTY BOARD OF COUNTY COMMISSIONERS**

P.O. BOX 310

BRONSON, FL 32621

PHONE: (352) 486-5218 EXT. 2

FAX: (352) 486-5167

EMAIL: [LEVYBOCC@LEVYCOUNTY.ORG](mailto:LEVYBOCC@LEVYCOUNTY.ORG)**COVER PAGE****RFP\_2025\_002-SUWANNEE SOUND/CEDAR KEY OYSTER RESTORATION****LAST DAY FOR QUESTIONS: Wednesday, April 9, 2025****LAST DAY FOR QUESTIONS: Wednesday, April 9, 2025**

**SUMMARY OF SCOPE:** The County is soliciting sealed proposals to restore the oyster reef habitat and support ecosystem services along the coast of Levy County, Florida from qualified, experienced consultant(s).

**SUBMITTAL OF BID:** Levy County only accepts electronic submittals through "E-Bidding" on the DemandStar platform [www.DemandStar.com](http://www.DemandStar.com). In order to submit a bid in response to this solicitation the bidder must be registered with DemandStar.

For questions relating to this proposal, contact Brooke Smith, Grant Coordinator at [smith-brooke@levycounty.org](mailto:smith-brooke@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 the proposal. Before submitting my proposal, I have verified that all forms are attached and are considered as part of my proposal:

- ☐ COVER PAGE
- ☐ COMPLETED RESPONSE SIGNATURE FORM
- ☐ CONFLICT OF INTEREST DISCLOSURE STATEMENT
- ☐ DRUG-FREE WORKPLACE FORM
- ☐ NON-COLLUSION AFFIDAVIT
- ☐ SWORN STATEMENT ON PUBLIC ENTITY CRIME
- ☐ CONTRACT EXCEPTION FORM (DUE DURING QUESTION PERIOD)
- ☐ VENDORS ON SCRUTINIZED COMPANIES LIST
- ☐ ANTI-HUMAN TRAFFICKING AFFIDAVIT
- ☐ BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION
- ☐ VENDOR INFORMATION SHEET
- ☐ W9 FORM
- ☐ STATEMENT OF PROPOSER'S FINANCIAL STABILITY
- ☐ STATEMENT OF PROPOSER'S LITIGATION HISTORY
- ☐ COPIES OF CERTIFICATIONS/LICENSES
- ☐ CERTIFICATE OF INSURABILITY (AS NOTED IN PART 3 ARTICLE 13)

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

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

Address: \_\_\_\_\_

Mailing Address (if Different): \_\_\_\_\_

Email (Required): \_\_\_\_\_

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****RFP\_2025\_002****SUWANNEE SOUND/CEDAR KEY OYSTER RESTORATION**

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**ADVERTISEMENT**  
**BOARD OF COUNTY COMMISSIONERS**  
**LEVY COUNTY, FLORIDA**  
**REQUEST FOR PROPOSALS**  
**RFP\_2025\_002**

Notice is hereby given that Levy County, Florida will be receiving sealed proposals via E-Bidding at [www.DemandStar.com](http://www.DemandStar.com), for

**SUWANNEE SOUND/CEDAR KEY OYSTER RESTORATION**

The purpose of this Request for Proposals (RFP) is to solicit sealed proposals for the placement of reef-building substrate and/or live oyster seed on damaged or degraded oyster reefs along the Levy County coastline, as described in the Request for Proposals documents.

**LEVY COUNTY PROCUREMENT DEPARTMENT**

**318 MONGO STREET, ROOM C**

**BRONSON, FL 32621**

**PROPOSAL DUE DATE/TIME: Thursday, April 10, 2025 at 2:00 PM**

**E-BID OPENING DATE/TIME: Tuesday, March 11, 2025 at 12:00 PM**

Documents can be obtained by contacting the Grants Coordinator of Levy County, Florida at (352) 670-4211 or online through the DemandStar system by Onvia at [www.DemandStar.com](http://www.DemandStar.com). If you have any questions, please call Brooke Smith.

Gainesville Sun

Date(s): March 11, 2025 and April 5, 2025

## STATEMENT OF NON-SUBMITTAL

Levy County  
Board of County Commissioners  
310 School Street  
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 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 PROPOSALS FOR SUWANNEE SOUND/CEDAR KEY OYSTER RESTORATION** 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 proposal 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: \_\_\_\_\_

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

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

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

# PART 1 – GENERAL INSTRUCTION/OVERVIEW OF RFP PROCESS

## REQUEST FOR PROPOSALS

RFP\_2025\_002

### SUWANNEE SOUND/CEDAR KEY OYSTER RESTORATION

**RP-01 PURPOSE:** Levy County (the “County”) issues this Request for Proposals (the “RFP”) to solicit proposals from individuals or legal entities authorized to do business in the State of Florida who are experienced and qualified to provide the scope of work described in RP-03 below (the “Project”). This RFP outlines the process, requirements and criteria for submittal of proposals, evaluation of proposals, selection and award of contract(s). A proposal submitted in response to this RFP must satisfy all requirements and criteria set forth herein to be deemed responsive and eligible for evaluation. At the end of this RFP process, the County anticipates entering into writing contract in the form attached to this RFP (the “Contract”) with one (1) respondent determined to be in the best interest of the County (the “Consultant.”)

**RP-02 RESERVED RIGHTS:** The County reserves all rights, including but not limited to, the right to accept or reject any or all proposals submitted in response to this RFP; to accept all or any part of a proposal; to re-advertise, postpone or cancel this RFP process; to modify the RFP 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 needs of the County. The County reserves the right to investigate any proposer to determine their ability to perform the work or services requested. Each proposer shall provide information the County reasonably requests in order to determine proposer’s abilities. The County’s decisions concerning such matters shall be final.

**RP-03 PROJECT DESCRIPTION/SCOPE OF WORK:** The Suwannee Sound/Cedar Key Oyster Restoration Project involves the placement of reef building substrate and/or live oyster seed on damaged or degraded oyster reefs along the Levy County coastline.

The project will restore oyster reef habitat and support ecosystem services along the coast of Levy County, Florida and provide for the economic sustainability of fishery-related businesses in Levy County’s coastal communities. The region, for the purposes of this project, is divided into three nearshore restoration areas; including Suwannee Sound, Cedar Key, and Waccasassa Bay.

Three primary methods that can be applied in the region include: 1) transplanting/re-seeding using live oysters from natural donor reefs; 2) depositing cultch material on degraded oyster reefs or historical oyster reef locations (recipient sites); and 3) re-populating restored oyster reefs with hatchery-reared seed where the natural reproductive potential is low. The selected Consultant is expected to have expertise in the benefits and risks of transplanting or “relay” in the context of oyster restoration.

An important component of the Scope of Work will include developing a multi-level approach to restoration that includes partnerships with the agencies responsible for environmental and resource management in the project area.

The following specific tasks are included in the Scope of Work to plan, design and perform the oyster restoration activities:

1. Describe the current condition (pre-project assessments) of oyster resources and oyster reef habitat in the project area; including oyster population assessments on specific project sites, mapping restoration sites, and photo-documentation.
2. Develop protocols for assessing oyster resources (including population and habitat) and apply these assessments to:
  - a. Identify damaged oyster reef habitat where rehabilitation activities will be performed; and
  - b. Assess success of subsequent restoration. This should include both extant oyster populations as well as structural habitat, which includes more than living oyster populations.

3. Conduct feasibility studies to determine restoration sites, potentially including donor and recipient reefs. Determine such factors such as accessibility, availability of nearby seed stocks, population parameters, extent of damage, and potential for success before selecting specific reefs for restoration. It should be noted that there is evidence to suggest that the greatest return on investment comes from restoring sufficient structural habitat (e.g., rock or other large and durable materials).
4. Determine the best methods for restoring oyster population and reef habitat based on biological, environmental, ecological and operational parameters that are specific to individual reefs. The proposed methods should accommodate procedures for adaptive management to identify when management changes should be triggered. Delivery of rocks and cultch and re-seeding activities will be performed at locations where natural oyster reproduction, growth and survival are limited. Degraded reefs will be re-seeded with juvenile stocks or rehabilitated by depositing material to:
  - a. Create reef infrastructure
  - b. Stimulate spat setting
  - c. Enhance ecological function
  - d. accelerate oyster recovery, as long-term solutions to current habitat degradation
5. Specify the amounts and types and locations of cultch material to deploy at each reef restoration location (plans and specifications to be prepared in a manner to directly guide implementation efforts). This should be guided by the available funds for restoration of \$1.5M.
6. Additionally, the consultant should develop reef restoration plans and specifications for a phased approach if additional funding becomes available to contribute to oyster restoration in the area.
7. Apply for and comply with Special Activity Licenses and other permits required to perform project activities.
8. Conduct organizational meetings to plan the project and select project participants, including local workers to collect and transport seed oysters and rock materials, and workers who will assist in conducting restoration verification (ensuring materials delivered in the amounts and locations specified).
9. Participate in public meetings, in association with the Cedar Key Oysterman Association, to provide information and details about the project.
10. Perform the restoration activities in accordance with the plans developed in 1 – 8 above.
11. Conduct pre-and post-project monitoring and data collection to provide critical information regarding site selection, restoration methodology, and ecological restoration success (per protocols described in 2 above).
12. Provide on-going oversight and adaptive management of the oyster restoration plan during actual implementation/restoration phase of the project
13. Complete reports as required

**RP-04 ANTICIPATED TIMELINE:** The following is the anticipated timeline for this RFP Process. 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.

PROCESS STEPS	DATE/TIME
County advertise for Request for Proposals	03/11/2025 & 04/05/2025
Date of Distribution	03/11/2025
Deadline for questions and Contract Exception Form	04/09/2025 by 2 pm
Final Addenda Posted	04/09/2025 by 2 pm
Proposal Due Date NOTE: Any proposal that is submitted after the due date and time (regardless of reason) will be rejected by the County.	04/10/2025 by 2 pm
Professional Services Committee Review	04/21/2025 & 04/30/2025
Shortlisted Firms Presentation(s) (if any)	N/A
County Commission Meeting for Approval of Selection and Award	05/06/2025

**RP-05 QUESTIONS, EXCEPTIONS TO FORM CONTRACT 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 Commissioner 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 fax, email, mail or hand delivery) to the Procurement Coordinator at P.O. Box 310 or 310 School Street, Bronson, FL 32621; Fax Number: (352) 486-5167; email: [Tretheway-ali@levycoutny.org](mailto:Tretheway-ali@levycoutny.org)

In addition, any proposer who requires/requests revision(s) to the Contract (contained in Part 3 of this RFP) must submit a completed Contract Exception Form (contained in Part 4 of this RFP.) The County is under no obligation to grant any exceptions and proposals that are contingent on exceptions being granted will be deemed non-responsive.

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 on 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. If a Contract 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 the request for Contract Exception.

**RP-06 SUBMITTAL OF PROPOSALS:** Detailed instructions for proposal format, contents and submittal is contained in Part 2 of this RFP. The County is not responsible for any expense incurred by proposers in connection with their preparation and submittal of a proposal and/or participation in this RFP process.

**RP-07 REVIEW OF PROPOSALS; EVALUATION; DISCUSSIONS/PRESENTATION/INTERVIEWS:** 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 this Project.

First, the Professional Services Committee consisting of the Executive Director of Tourism, Administrative Assistant of Tourism, and the Parks and Recreation Director 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(s) 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.

**RP-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 RFP process.

**RP-09 MINIMUM QUALIFICATIONS:** The following are minimum qualification requirements that respondents must meet in order to be considered responsible to perform the services described in this RFP. Respondents must submit sufficient documentation to clearly demonstrate that the respondent meets or exceeds the following minimum qualification requirements:

1. Demonstrated successful oyster restoration for Florida's Gulf Coast.
2. Demonstrated success in partnering with local industry stakeholders on oyster restoration implementation.
3. Documented expertise in the science and practice of oyster restoration in Florida.
4. Successful permitting of oyster restoration projects in Florida in the last 10 years.

**RP-10 EQUAL 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 RFP, minority business enterprises will be afforded full opportunity to submit responses to this RFP 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 RFP.
- 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 1**



## PART 2 – RESPONSE FORMAT, CONTENTS AND SUBMITTAL

**RP-11 RESPONSE FORMAT/CONTENTS:** Proposals are limited to a maximum of forty (40) pages, which must be numbered sequentially, excluding cover letters, photos, index, resumes, copies of licenses and corporation registrations, and proposal signatures and any other documentation/forms required by this RFP. 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 tabbed 1 through 5. 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.

**Tab 1 – Cover Page and Introductory Letter (Total Possible Points 15):** Proposer shall complete the Cover Page provided herein, and include a separate introductory letter which must provide the following:

- Full legal company name and company type (i.e. Corporation, Partnership, Joint Venture, etc.);
- Physical and mailing address (if different) and include any other location(s) which may perform portion(s) of the work;
- Primary company point-of-contact information (name, phone and email), and any secondary or supplemental point(s) of contact information;
- Names and titles of principals, partners, or owners as applicable;
- Brief statement of company history (date of establishment, number of years in business, number of employees, etc.);
- Brief description of business philosophy; and
- Brief statement regarding the Proposer's interest in this project.

**Tab 2 – Consultants Experience/Past Performance (Total Possible Points 35):**

- An Organization Chart identifying the structure of firm.
- A list of key personnel assigned to the Project, identifying the primary contact with the County, and submit a complete resumes detailing their experience, education, expertise, qualifications, and knowledge to provide the services outlined in the Scope of Work.
- A description of the role of each staff member who will be responsible for performing the work on the project and monitoring the Contract.
- The Proposer shall identify projects of similar nature in which each staff member has been involved.
- Names and qualifications of subconsultants.

**Tab 3 - Approach to Work (Total Possible Points 35):** Proposer shall provide a written narrative demonstrating the intended approach to performing the required work. Proposer shall provide a detailed description of their quality control methods, coordination of subconsultants and/or subcontractors, ability to meet schedules in a timely manner, and the project approach and methodology to be employed specifically illustrating how the methodology will serve to accomplish the project goals and objectives.

**Tab 4 - Price Proposal (Total Possible Points 10):** The proposer submitting the lowest total price will receive the maximum points for the cost element of the evaluation. The other Proposers' scores will be based on a relative percentage of the dollar amount higher than the lowest price, using the following formula:

$$1 - (B-A)/A \times C = \text{Final Cost Score}$$

A = Lowest Proposers total Cost

B = The Proposer Cost being Scored

C = The Maximum number of cost points available

**Tab 5 - Required and Optional Forms (Total Possible Points 5):**

1. Cover Page;
2. Completed Response Signature Form;
3. Conflict of Interest Disclosure Statement;
4. Drug-Free Workplace Form (recommended);
5. Non-Collusion Affidavit;
6. Sworn Statement on Public Entity Crime;
7. Contract Exception Form (Due During Question Period);
8. Vendors on Scrutinized Companies List
9. Anti-Human Trafficking Affidavit
10. BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION
11. Vendor Information Sheet
12. W9 Form
13. Statement of Proposer's financial stability, including current or prior bankruptcy proceedings;
14. Summary of litigation or other adversarial proceedings filed against proposer in the past five years which is related to the services the proposer provides in the regular course of business, including a brief description of the matter, the outcome or projected outcome, and the monetary amount involved;
15. Copies of Certifications/Licenses;
16. Certificate of Insurability (as noted in Article 13 of the Form of Agreement – Part 3 of this RFP); and
17. Any other information/forms required by this RFP.

**RP-12 PROPOSAL SUBMITTAL:** Proposers must register with DemandStar to submit a proposal in response to this RFP. Any proposal 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 proposers. Each proposer should allow sufficient time to address any issues that may arise when submitting their proposal. Proposals must include all information, completed forms (without modification), documentation and signatures required by this RFP in order to be deemed complete and eligible for evaluation. Withdrawals must be documented in DemandStar in order to be recognized by the County. A proposal shall, upon opening, constitute an irrevocable offer for a period of 120 days to perform the Project.

**RP-13 PUBLIC ENTITY CRIMES STATEMENT:** By submittal of a proposal in response to this RFP, a proposer certifies that it has not been placed on the convicted vendor list as described in Article 19 of the Form of Contract (Part 3 of this RFP.)

**END OF PART 2**

## PART 3 – FORM OF CONTRACT

### AGREEMENT FOR SUWANNEE SOUND/CEDAR KEY OYSTER RESTORATION

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 \_\_\_\_\_ SWCA Environmental Consultants \_\_\_\_\_ (the “Consultant”) on \_\_\_ May 6, 2025 \_\_\_\_\_, 2025 (the “Effective Date”).

#### RECITALS:

WHEREAS, on \_\_\_\_\_ March 11 \_\_\_\_\_, 2025, County issued Request for Proposals No. 2025\_002 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 1-40 pages, addenda dated \_\_\_\_\_ March 11 \_\_\_\_\_, 2025 (the “Addenda”) and the proposal submitted by Consultant dated \_\_\_\_\_ April 10 \_\_\_\_\_, 2025 (the “Proposal”), all of which are on file in the County Procurement Department, are made a part of this Agreement. In the event of any conflict (1) this Agreement; (2) the Addenda; (3) the RFP; and (4) the Proposal.

#### ARTICLE 2 – SCOPE OF WORK

2.1 The primary purpose of this Scope of Work is to restore the oyster reef habitat and support ecosystem services along the coast of Levy County, Florida and provide for the economic sustainability of fishery-related businesses in Levy County’s coastal communities. The region, for the purposes of this project, is divided into three nearshore restoration areas; including Suwannee Sound, Cedar Key, and Waccasassa Bay.

Three primary methods that can be applied in the region include: 1) transplanting/re-seeding using live oysters from natural donor reefs; 2) depositing cultch material on degraded oyster reefs or historical oyster reef locations (recipient sites); and 3) re-populating restored oyster reefs with hatchery-reared seed where the natural reproductive potential is low. The selected Consultant is expected to have expertise in the benefits and risks of transplanting or “relay” in the context of oyster restoration.

2.2 The Project consists of the following Scope of Work:

1. The Scope of Work described here is limited to the mapping, surveys, planning, and permitting of the oyster restoration.
  - a. An important component of the Scope of Work will include developing a multi-level approach to restoration that includes partnerships with the agencies responsible for environmental and resource management in the project area.
2. The following specific tasks are included in the Scope of Work plan and design oyster restoration activities:
  - a. Describe the current condition (pre-project assessments) of oyster resources and oyster reef habitat in the project area; including oyster population assessments on specific project sites, mapping restoration sites, and photo-documentation.
  - b. Develop protocols for assessing oyster resources (including population and habitat) and apply these assessments to:
    - i. Identify damaged oyster reef habitat where rehabilitation activities will be performed; and

- ii. Assess success of subsequent restoration. This should include both extant oyster populations as well as structural habitat, which includes more than living oyster populations.
- c. Conduct feasibility studies to determine restoration sites, potentially including donor and recipient reefs. Determine such factors such as accessibility, availability of nearby seed stocks, population parameters, extent of damage, and potential for success before selecting specific reefs for restoration. It should be noted that there is evidence to suggest that the greatest return on investment comes from restoring sufficient structural habitat (e.g., rock or other large and durable materials).
- d. Determine the best methods for restoring oyster population and reef habitat based on biological, environmental, ecological and operational parameters that are specific to individual reefs. The proposed methods should accommodate procedures for adaptive management to identify when management changes should be triggered. Delivery of rocks and cultch and re-seeding activities will be performed at locations where natural oyster reproduction, growth and survival are limited. Degraded reefs will be re-seeded with juvenile stocks or rehabilitated by depositing material to:
  - i. Create reef infrastructure
  - ii. Stimulate spat setting
  - iii. Enhance ecological function
  - iv. Accelerate oyster recovery, as long-term solutions to current habitat degradation.
- e. Specify the amounts and types and locations of cultch material to deploy at each reef restoration location (plans and specifications to be prepared in a manner to directly guide implementation efforts). This should be guided by the available funds for restoration of \$1.5M.
- f. Additionally, the consultant should develop reef restoration plans and specifications for a phased approach if additional funding becomes available to contribute to oyster restoration in the area.
- g. Apply for and comply with Special Activity Licenses and other permits required to perform project activities.
- h. Conduct organizational meetings to plan the project and select project participants, potentially including workers to collect and transport seed oysters and rock materials, and workers who will assist in conducting restoration verification (ensuring materials delivered in the amounts and locations specified).
- i. Participate in public meetings, in association with the Cedar Key Oysterman Association, to provide information and details about the project.
- j. Conduct pre-and post-project monitoring and data collection to provide critical information regarding site selection, restoration methodology, and ecological restoration success (per protocols described in 2 above).
- k. Provide on-going oversight and adaptive management of the oyster restoration plan during actual implementation/restoration phase of the project
- l. Complete reports as required

### **ARTICLE 3 – CONSULTANT RESPONSIBILITIES**

- 3.1 Consultant shall perform the Scope of Work in strict accordance with the provisions of this Agreement.
- 3.2 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.
- 3.3 Consultant shall comply with all federal, state, and local statutes, rules, codes, ordinances, and regulations that apply to the performance of this Agreement.

- 3.4 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 of 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](mailto:LEVYBOCC@LEVYCOUNTY.ORG)

**MAILING ADDRESS:** P.O. BOX 310, BRONSON, FL 32621

- 3.5 During the performance of this Agreement, which is funded by federal funds or reimbursable by federal funds, the Consultant, for itself, its subcontractors, and any assignees and successors in interest agrees as follows:
- A. *Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms:* The County supports diversity in its procurement program and requires that all subcontracting opportunities afforded by the Agreement embrace the citizens of the State of Florida. In accordance with 2 C.F.R. § 200.321, the Consultant and its subcontractors must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The Consultant agrees to use affirmative steps, and to require its subcontractors and sub-Consultants to utilize affirmative steps, to ensure that minority businesses and women's business enterprises are used when possible. Such affirmative steps shall at a minimum include:
- 1. Placing qualified small and minority businesses and women's business enterprises on solicitations lists;
  - 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
  - 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, or women's business enterprises;
  - 5. Utilizing services and assistance, as appropriate, of such organizations as the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, the

Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs; and

6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above in (1) through (5).
7. As used herein, the term “minority and women business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. Prior to award of any subcontract under this Agreement, Consultant shall document its efforts made to comply with the requirements of this paragraph. The Consultant shall state that it is an Equal Opportunity or Affirmative-Action employer in all solicitations or advertisements for subcontractors or employees who shall perform work under this Agreement.

B. *Equal Opportunity*: During the performance of this Agreement, the Consultant agrees as follows:

1. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be providing by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee’s essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Consultant’s legal duty to furnish information.
4. The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers’ representative of the Consultant’s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and Secretary of Labor for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Consultant’s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of

September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The Consultant shall include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 25, 1965, so that such provisions will be binding upon each sub-Consultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Consultant becomes involved in, or is threatened with litigation with a sub-Consultant or vendor as a result of such direction, the Consultant may require the United States to enter into such litigation to protect the interests of the United States.
- C. *Drug Free Workplace Requirements*: All Consultants and contractors entering into Federal funded contracts over the simplified acquisition threshold (as defined at 41 U.S.C. § 134) must comply with the Drug Free Workplace Act of 1988 (41 U.S.C. 8102) which requires the Consultant to take certain actions to provide a drug-free workplace.
- D. *Davis-Bacon Act*: If applicable, the Consultant agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. §§ 3141-3144 and 3136-3148), and to require all of its contractors performing work under this Agreement to adhere to same. The Consultant and its contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wage determination made by the Secretary of Labor. In addition, the Consultant and its contractors are required to pay wages no less than once a week. If the grant award contains Davis Bacon provisions, the Consultant shall place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation documents. The decision to award a contract shall be conditioned upon the acceptance of the wage determination. The Consultant shall must report all suspected or reported violations of the Davis-Bacon Act to the County.
- E. *Copeland Anti Kick Back Act*: Consultant and its contractors shall comply with all the requirements of the Copeland Anti-Kick Back Act (18 U.S.C. § 874 and 40 U.S.C. § 3145, as supplemented by Department of Labor regulations at 29 CFR Part 3), which are incorporated by reference to this Agreement. Consultant and its contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.
- F. *Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708)*: Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under U.S.C. § 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- G. *Debarment and Suspension (Executive Orders 12549 and 12689)*: A contract award (see 2 CFR 180.220) must not be made under this Agreement to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p 235), Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance. The Consultant further agrees to include a provision requiring such compliance in its lower tier covered transaction and subcontracts , which shall read as follows:

1. Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of a Council official) are subject to 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)." In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying," published at 55 FR 3736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying," and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996)
- H. *Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)*: Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.
- I. *501(c)(4) Entities*: The Lobbying Disclosure Act of 1995, as amended (2 U.S.C § 1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code that engages in lobbying activities, from receiving federal funds, including through an award, grant, and/or subgrant. Consultant shall ensure that its subcontractors comply with this requirement.
- J. *Federal Changes*: Consultant shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time during the term of the contract. The failure of this Attachment to specifically reference a particular federal or state law regulation, policy or directive shall not excuse Consultant from compliance with same to the extent such law, regulation, policy, or directive is applicable to Consultant's performance of the project or services.
- K. *Safeguarding Personal Identifiable Information*: Consultant and its subcontractors will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.
- L. *Right to Inventions Under Federal Grants*: If applicable, Consultant shall comply with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- M. *Mandatory Disclosures (2 CFR 200.113)*: The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII to this part are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339.
- N. *Domestic Preferences for Procurements (2 CFR 200.322)*:
  1. As appropriate and to the extent consistent with law, the Consultant should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work under this award.
  2. For purposes of this section:



- a) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - b) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- O. *Trafficking Victims Protection Act (2 CFR Part 175)*: The Consultant shall include adhere to the following and shall include the following language in all subcontracts:
- I) *Trafficking in Persons.*
    - a. Provisions applicable to a recipient that is a private entity.
      - 1. You as the recipient, your employees, Consultants under this award, and Consultants’ employees may not –
        - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
        - ii. Procure a commercial sex act during the period of time that the award is in effect; or
        - iii. Use forced labor in the performance of the award or subawards under the award.
      - 2. We as the awarding/subawarding agency may unilaterally terminate this award without penalty, if you or a Consultant that is a private entity –
        - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
        - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either -
          - A. Associated with performance under this award; or
          - B. Imputed to you or the Consultant using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at [agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 CFR part 180 (e.g., “2 CFR part XX”)].
    - b) Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a Consultant that is a private entity –
      - 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
      - 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either –
        - i. Associated with the performance under this award; or
        - ii. Imputed to the Consultant using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at [agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 CFR part 180 (e.g., “2 CFR part XX”)].
    - c) Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
  2. Our right to terminate unilaterally that is described in paragraph a.2 of b of this section:
    - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
    - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
  3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- d) Definitions. For purposes of this award term:
1. "Employee" means either:
    - i. An individual employed by you or a Consultant who is engaged in the performance of the project or program under this award; or
    - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  3. "Private entity":
    - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
    - ii. Includes:
      - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
      - B. A for-profit organization.
  4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

- P. *No Obligation By Federal Government:* The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the Consultant, or any other party pertaining to any matter resulting from this Agreement.
- Q. *Federal Agency Seals, Logos and Flags:* The Consultant shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.
- R. *Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216):* Consultant and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that are use covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the

National Intelligence of the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

- S. *Federal Non-Discrimination Provisions:* In performing under this Agreement, Consultant shall comply with the following federally mandated non-discrimination requirements, as applicable:
1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.)
  2. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.)
  3. Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101 et seq.)
  4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794)
  5. Revised ADA Standards for Accessible Design for Construction Awards
    - a) Title II of the Americans with Disabilities Act (ADA) (28 C.F.R. part 35; 75 FR 56164, as amended by 76 FR 13285)
    - b) Title III of the ADA (28 C.F.R. part 36; 75 FR 56164, as amended by 76 FR 13286)
  6. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.)
  7. Parts II and III of EO 11246, "Equal Employment Opportunity," (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967)
  8. EO 12086 "Consolidation of contract compliance functions for equal employment opportunity" (43 FR 46501, 1978), requiring federally assisted construction contracts to include non-discrimination provisions of §§ 202 and 203 of EO 11246 "Equal Employment Opportunity" (41 C.F.R. § 60-1.4(b), 1991)
  9. EO 13166 (August 11, 2000), "Improving Access to Services for Persons with Limited English Proficiency"
  10. Pilot Program for Enhancement of Employee Whistleblower Protections. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. No. 112-239, enacted January 2, 2013 and codified at 41 U.S.C. § 4712
- T. *Environmental Compliance:* In performing under this Agreement, Consultant shall comply with all of the federal environmental statutes, regulations, and executive orders listed below, as applicable:
1. The National Environmental Policy Act (42 U.S.C. § 4321 et seq.)
  2. The Endangered Species Act (16 U.S.C. § 1531 et seq.)
  3. Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et seq.)
  4. Clean Water Act Section 404 (33 U.S.C. § 1344 et seq.)
  5. The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712); Bald and Golden Eagle Protection Act (16 U.S.C. § 668 et seq.), and Executive Order No. 13186, Responsibilities of Federal Agencies to Protect Migratory Birds
  6. National Historic Preservation Act (54 U.S.C. § 300101 et seq.) and the Advisory Council on Historic Preservation Guidelines (36 CFR part 800)
  7. Clean Air Act (42 U.S.C. § 7401 et seq.), Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) (Clean Water Act), and Executive Order 11738 ("Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans")
  8. The Flood Disaster Protection Act (42 U.S.C. § 4002 et seq.)
  9. Executive Order 11988 ("Floodplain Management") and Executive Order 11990 ("Protection of Wetlands")
  10. Executive Order 13112 ("Invasive Species")
  11. The Coastal Zone Management Act (16 U.S.C. § 1451 et seq.)
  12. The Coastal Barriers Resources Act (16 U.S.C. § 3501 et seq.)
  13. The Wild and Scenic Rivers Act (16 U.S.C. § 1271 et seq.)
  14. The Safe Drinking Water Act (42 U.S.C. § 300 et seq.)
  15. The Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.)
  16. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.)
  17. Executive Order 12898 ("Environmental Justice in Minority Populations and Low Income Populations")
  18. Rivers and Harbors Act (33 U.S.C. § 407)

19. Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. § 1431 et seq.), and Executive Order 13089 (“Coral Reef Protection”)
  20. Farmland Protection Policy Act (7 U.S.C. 4201 et seq.)
  21. Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.)
  22. Pursuant to 2 CFR § 200.323, Consultant and its subcontractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- U. *Incorporation of Provisions:* The Consultant shall include the provisions of this Section 3.5 in every subcontract, including procurements of materials leases of equipment, unless exempt by any applicable federal regulations, or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the state or federal funding agency may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the applicable state or federal funding agency to enter into such litigation to protect the interests of such state or federal funding agency.
- V. *Sanctions for Noncompliance:* In the event of the Consultant’s noncompliance with the provisions of this Section 3.5, the County or any applicable state or federal funding agency may impose such contract sanctions as the County or the applicable state or federal funding agency may determine to be appropriate, including, but not limited to:
- i. withholding of payments to the Consultant until the Consultant complies;; and/or
  - ii. cancellation, termination or suspension of this Agreement, in whole or in part; and/or
  - iii. any other further sanctions as may be permitted by the applicable federal regulations governing the applicable federal funding or as are not prohibited by law.

#### **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 the 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 and 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 reasonable access and entry to any private property required by Consultant to perform the services in this Agreement.

#### **ARTICLE 5 – TERM/TERMINATION**

- 5.1 The term of this Agreement shall begin \_\_\_\_ May 6 \_\_\_\_\_, 2025, and shall continue for a period of \_\_\_\_ 3 years \_\_\_\_\_ ( 1095 ) days from the date of full execution of this Agreement, subject to the County’s right to terminate 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 specified 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 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, 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 reasonable withhold payment to Consultant for the purposes of set-off until such time as the exact amount of damages due the County from Consultant is determined.

#### **ARTICLE 6 – METHOD OF BILLING/PAYMENT**

- 6.1 Consultant agrees to provide the Scope of Work to the County for the sum of \_\_\_\_\_ (\$\_\_1,499,937.00\_\_\_\_\_) 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. 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 County Department Director. Should the County Department Director 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

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 County's acceptance of subcontractor or subcontractor 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 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 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 Employers’ Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 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 (CGL) of \$500,000 minimum.
- D. **Commercial General Liability (Occurrence Form Required):** Commercial General Liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$2,000,000. Products and completed operations aggregate shall be \$2,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Damage to rented premises shall be included at \$100,000.
- E. **Commercial Automobile Liability Insurance:** Automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

#### **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 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, 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.

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: Matt Brooks, 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

\_\_\_\_\_  
Consultant

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

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

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

ATTEST/WITNESS

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

**END OF PART 3**

## PART 4 – REQUIRED AND OPTIONAL FORMS

(Forms begin on the Following Pages)

## PROPOSAL SIGNATURE FORM

The undersigned attests the authority to submit this proposal and to bind the proposer herein named to fully perform in accordance with the Request for Proposals (the "RFP"), if the proposer is awarded a contract by the County. The undersigned further certifies they have read the entire RFP package, and any other documentation relating to the RFP, and that this proposal is submitted with full knowledge and understanding of the requirements contained therein.

Proposer is an (please check one):

INDIVIDUAL	<input type="checkbox"/>
PARTNERSHIP	<input type="checkbox"/>
CORPORATION	<input type="checkbox"/>
JOINT VENTURE	<input type="checkbox"/>
LLC	<input type="checkbox"/>

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

Primary Office Address: \_\_\_\_\_

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

Address (Servicing Levy County if Different from Above): \_\_\_\_\_

\_\_\_\_\_

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

Name/Title of Levy County Rep: \_\_\_\_\_

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

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

Is Proposer a small or minority business, women's business enterprise, or labor surplus area firm?

☐ Yes ☐ No (Check which is applicable)

Cost/Fee Proposal (attached) ☐ Yes ☐ No

Addenda are considered a binding part of the RFP and it is critical each proposer acknowledge receipt of same. Your proposal may be considered non-responsive if receipt of addendum is not acknowledged below.

Receipt of Addenda Acknowledged:

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Signature \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Signature \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Signature \_\_\_\_\_

## 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 or bids the names of: (1) any officer, director, employee or agent of proposer is also an officer or an employee of the Levy County Board of County Commissioners; (2) any officer, partner, director or proprietor of the proposer is the spouse or child of one of the members of the Levy County Board of County Commissioners; (3) any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the proposer or any of its branches or affiliates; (4) 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 RFP.

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 RFP and any resulting agreement. Use additional sheets if necessary.

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

\_\_\_\_\_

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

\_\_\_\_\_

(3) Names of County Officer or Employee that owns 5% or more in Proposers firm:

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Check here if none of the above are applicable: ☐

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

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

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

## DRUG-FREE WORKPLACE FORM

**DRUG-FREE WORKPLACE:** Levy County is a Drug-Free Workplace. It is strongly suggested that the attached Drug-Free Workplace Form be signed and returned to this office with the proposal.

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 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 PROPOSER: \_\_\_\_\_

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 proposal in response to the RFP for Suwannee Sound/Cedar Key Oyster Restoration, and 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 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 any contract for any services resulting from this RFP.

\_\_\_\_\_  
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)

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

## SWORN STATEMENT ON PUBLIC ENTITY CRIME

Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes on Public Entity Crime

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 this individuals 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 bid 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 bids or applies to bid 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 bidder) Personally known ☐ OR Produced Identification ☐ \_\_\_\_\_ (type of identification).

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

(SEAL)

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

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

## CONTRACT EXCEPTION FORM

Any proposer who requires/requests revision(s) to the Form of Contract (contained in Section III 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 proposals that are 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.

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

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

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

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

## VENDORS ON SCRUTINIZED COMPANIES LIST

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.: \_\_\_\_\_

## ANTI-HUMAN TRAFFICKING AFFIDAVIT

**DIRECTIONS:** All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with Levy County Board of County Commissioners must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirements of s 787.06(13), Florida Statutes effective July 1, 2024.

I \_\_\_\_\_ (insert name) as \_\_\_\_\_ (insert title) on

behalf of \_\_\_\_\_ (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. \_\_\_\_\_ (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, \_\_\_\_\_ (insert entity name) does not participate in any of the following actions:
  - a. Using or threatening to use physical force against any person;
  - b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
  - c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
  - d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
  - e. Causing or threatening to cause financial harm to any person;
  - f. Enticing or luring any person by fraud or deceit; or
  - g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

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

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

Nongovernmental Entity: \_\_\_\_\_

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

SWORN TO AND SUBSCRIBED before me ☐ in person or ☐ remote notarization by \_\_\_\_\_ as  
\_\_\_\_\_ on behalf of \_\_\_\_\_, who is personally known  
☐ or who produced \_\_\_\_\_ as identification this \_\_\_\_\_ day of \_\_\_\_\_,  
2024.

\_\_\_\_\_  
Notary Public

(Notary Seal)

## BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

On behalf of the Consultant, the undersigned certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Consultants shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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Signature of Consultant's Authorized Official

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Name and Title of Consultant's Authorized Official

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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.

W9 FORM  
(On following Page)

