

**WAKULLA COUNTY
BOARD OF COUNTY COMMISSIONERS**



**REQUEST FOR PROPOSAL (RFP) FOR
RESTORE ACT PROFESSIONAL CONSULTING SERVICES
RFP No. # 2015-09
CFDA: 21.015**

RESPONSES ARE DUE BY: Thursday, October 15, 2015, 3:00 PM EST

MAIL OR DELIVER RESPONSES TO:

Wakulla County Board of County Commissioners
Purchasing and Contracts Office
3093 Crawfordville Hwy
P.O. Box 1263
Crawfordville, FL 32327

Contact: Sheree Keeler at 850.926.9500 x 705 or e-mail at
skeeler@mywakulla.com
850.926.0940 FAX

OVERVIEW

Wakulla County (County) is seeking Proposals from qualified firms or individuals (“Proposer”) to provide professional consulting services to assist the County with development, submittal and US Treasury acceptance of the Multi-year Plan (MYP); development and submittal of grant applications; technical assistance; and, other associated services that maybe required (the “Services”) pertaining to the Deepwater Horizon (BP) Oil Spill and the Resource and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast (RESTORE) Act of 2012, and other related programs at the federal, state and local level.

Funding for all or part of the Services pursuant to the RFP is contingent upon a planning grant being awarded to Wakulla County by the U.S. Treasury and as such, all payments due to CONSULTANT are dependent and contingent on the U.S. Treasury’s approval of the COUNTY’s planning grant application and request for funds or reimbursements from the U.S. Treasury in accordance with the grant program requirements and grant terms and conditions.

While every effort is made to ensure the accuracy and completeness of information in the RFP, it is recognized that the information may not be complete in every detail and that all work may not be expressly mentioned in the RFP. It is the responsibility of the Proposer to include in its Proposal all pertinent information in accordance with the objectives of the RFP.

Proposers interested in providing Services are instructed to submit six (6) copies and one (1) original of its Proposal in accordance with this RFP, prior to Thursday, October 15, 2015, 3:00 PM EST to the Purchasing Office at 3093 Crawfordville Highway, Crawfordville, FL 32327. Proposals received after this date and time will not be considered and shall be returned unopened.

- **Wakulla County is an Equal Opportunity Employer.**
- **MBE/WBE businesses are encouraged to participate.**
- **Wakulla County strictly enforces open and fair competition.**

ADA –Special Accommodations: Any person requiring accommodations by the County due to a disability should call the Purchasing Office at 850-926-0919 at least five (5) working days prior to any pre-response Conference, response opening, or meeting. If you are hearing or speech impaired, please contact the County Purchasing Office by the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

The RFP and any addenda issued are available on the Wakulla County website at <http://www.mywakulla.com> or by contacting the County at 850-926-0919. All questions pertaining to this RFP should be submitted, in writing in accordance with RFP instructions.

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INTENT AND GENERAL INFORMATION

It is the intent of this RFP to enter into a Contract with the successful Proposer to begin upon approval of the County for professional consulting services to assist the County with development, submittal and US Treasury acceptance of the Multi-year Plan (MYP); development and submittal of grant applications; technical assistance; and, other associated services that maybe required (the “Services”) pertaining to the Deepwater Horizon (BP) Oil Spill and the Resource and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast (RESTORE) Act of 2012, and other related programs at the federal, state and local level.

Proposals shall be designed to portray a range of services, milestones, and project timeline that may best assist the County as well as the qualifications of the Proposer and the individual(s) involved in providing the Services to the County.

Funding for all or part of the Services pursuant to the RFP is contingent upon a planning grant being awarded to Wakulla County by the U.S. Treasury and as such, all payments due to CONSULATANT are dependent and contingent on the U.S. Treasury’s approval of the COUNTY’s grant application and request for funds or reimbursements from the U.S. Treasury in accordance with the grant program requirements and grant the terms and conditions.

Proposers interested in submitting a Proposal to this RFP must complete the requirements set forth in this RFP, its attached documents and documents incorporated by reference (collectively referred to as the “RFP”). Under the Proposal process of Wakulla County, the conditions set forth herein are binding on the Proposer as confirmed by the signature of an officer on the cover letter transmitting its Proposal to the County in response to this RFP.

SECTION 1.0 STANDARD TERMS AND CONDITIONS (STAC)

- 1.1 Conformity and adherence to the terms and conditions of this RFP shall be a consideration by the selection committee as part of its process.
- 1.2 **Definitions**

General terms used throughout this RFP are provided below. Additional definitions may be provided as applicable to a specific section or subject matter.

 - 1.2.1 **Award** means the determination of a successful Proposer(s) in response to this RFP, resulting in an offer of a Contract to perform the Services pursuant to the RFP and the Proposal.
 - 1.2.2 **County** means the Wakulla Board of County Commissioners and its employees.
 - 1.2.3 **Contract** means the legally enforceable document agreed to and signed by the County and the successful Proposer(s) (collectively referred to as the “Parties”).
 - 1.2.4 **RFP** means this document, its attachments and any document hereinafter incorporated by reference.
 - 1.2.5 **Proposer** means any firm, individual or organization submitting a Proposal in response to this RFP.

1.2.6 **SOW** means Scope of Work.

1.2.7 **Successful Proposer** means a Proposer who is awarded a Contract as result of its Proposal submitted in response to this RFP.

1.3 Issuance of Addenda

1.3.1. If this RFP is amended, the County will issue an appropriate addendum to the RFP. If an addendum is issued, all terms and conditions that are not specifically modified shall remain unchanged.

1.4 Florida Public Records Law and Confidentiality

1.4.1. By submitting a Proposal in response to this RFP, a Proposer acknowledges that the County is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Proposer further acknowledges that any materials or documents provided to the County may be “public records” and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by Law.

1.4.2 Should the Proposer provide the County with any materials which it believes, in good faith, contain information that would be exempt from disclosure or copying under Florida Law; the Proposer shall indicate that belief by typing or printing, in bold letters, the phrase “PROPRIETARY INFORMATION” on the face of each affected page of such materials. The Proposer shall submit to the County both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a Proposer fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.

1.4.3 Should any person request to examine or copy any material so designated, and provided the affected Proposer has otherwise fully complied with this provision, the County, in reliance on the representations of the Proposer, will produce for that person only the redacted version of the affected materials. If the person requests to examine or copy the complete version of the affected material, the County shall notify the Proposer of that request, and the Proposer shall reply to such notification, in writing that must be received by the County no later than 4:00 p.m., EST, of the next County business day following Proposer’s receipt of such notification, either permitting or refusing to permit such disclosure or copying and justification therefor.

1.4.4 Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the Proposer refuses to permit disclosure or copying, the Proposer agrees to, and shall, hold harmless and indemnify the County for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by the County, or assessed or awarded against the County, in regard to the County’s refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the Proposer is not initially named as a party, the Proposer shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any Proposal submitted by a

Proposer in response to this RFP and shall constitute the County's sole obligation with regard to maintaining confidentiality of any document, material, or information submitted to the County.

1.5 Right to Protest

Any Proposer who desires to formally protest shall follow the procedures outlined in Section 5.6 of Wakulla County Ordinance No. 2015-2.

1.6 Requests for Clarification and Assistance

All inquiries and questions concerning this RFP must be in writing (e-mail is acceptable) and received in accordance with Section 5.0, Schedule of Events and must be directed to:

Questions: Sheree Keeler
skeeler@mywakulla.com

Mailing Address: Wakulla County Board of County Commissioners
Attn: Sheree Keeler
P.O. Box 1263
3093 Crawfordville Highway
Crawfordville, FL 32327

Questions and responses will be posted on the County's Website and, if necessary, an Addendum(s) issued.

1.7 ADA - Special Accommodations

Any person requiring special accommodations by the County due to a disability should call the County Purchasing Office at least five (5) working days prior to any pre-response conference, response opening, or meeting. If you are hearing or speech impaired, please contact the Board's Purchasing Office by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD). Purchasing Office telephone number is: 850-926-0919.

1.8 Proposers Responsibility

1.8.1. It is understood and the Proposer hereby agrees to be solely responsible for obtaining all materials and determining the best methods that will be utilized to meet the intent of the specifications of this RFP.

1.8.2. Failure by the Proposer to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing the work.

1.8.3. Proposers are expected to examine the specifications and all instructions pertaining to the required commodities/Services. Failure to do so will be at Proposer's risk.

1.9 Indemnification and Hold Harmless (ref: Appendix C-1)

- 1.9.1 The Proposer agrees to indemnify and hold the County harmless for any and all claims, liability, losses and causes of action that may arise out of its fulfillment of the Contract. It agrees to pay all claims and losses, including related court costs and reasonable attorneys' fees, and shall defend all suits filed due to the negligent acts, errors or omissions of the Proposer employees and/or agents.
- 1.9.2 In the event the completion of the Services (to include the work of others) is delayed or suspended as a result of the Proposer's failure to purchase or maintain the required insurance, the Proposer shall indemnify the County from any and all increased expenses from such delay.
- 1.9.3 The first ten dollars (\$10.00) of remuneration paid to the Proposer is for the indemnification provided above.

1.10 Right of Rejection

The County reserves the right to reject any and all Proposals or to waive informalities and negotiate with the apparent most qualified and responsible Proposer. Furthermore, the County reserves the right to withdraw this RFP at any time prior to final award and execution of a Contract. The County is not liable for any costs incurred by a Proposer prior to full execution of the Contract.

1.11 Public Entity Crimes (ref: Appendix C-2)

As required by section 287.133 (2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal or a contract to provide any goods or Services to a public entity, may not submit a Proposal or contract with a public entity for the construction or repair of a public building or a public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or Contractor under a contract with a public entity, and may not transact business with a public entity in excess of the threshold amount provided in section 287.107, Florida Statutes for CATEGORY TWO (\$35,000) for a period of 36 months from the date of being placed on the convicted vendor list. Any person must notify the County within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person.

1.12 Small, Minority and Woman-owned Business Enterprise

Certification as a minority business enterprise for the purpose of this RFP is defined by the Florida Small and Minority Business Assistance Act. Proposers certified by the State of Florida should include a copy of the certification.

1.13 Equal Employment Opportunity/Affirmative Action (ref: Appendix C-3)

- 1.13.1 The County certifies that it is an Equal Employment Opportunity/Affirmative Action employer and that it will not discriminate during the selection process on the basis of age, sex, familial status, race, national origin, or handicap status.

1.13.2. Any business submitting a Proposal in response to this RFP is required to be an Equal Employment Opportunity/Affirmative Action employer and require same of any subcontractors hired pursuant to the RFP. Each Proposer will sign and submit with its Proposal an Equal Employment Opportunity/Affirmative Action Statement.

1.14 THIS SECTION NOT USED

1.15 Drug Free Workplace (ref: Appendix C-4)

1.15.1 The County certifies that it is a Drug Free Workplace.

1.15.2 Each Proposer shall be required to sign and submit with its Proposal an Affidavit certifying that the Proposer complies with regulations related to a drug-free workplace as defined in section 287.087, Florida Statutes.

1.15.3 Preference shall be given to Proposers with drug-free workplace programs. In order to have a drug-free workplace program, a Proposer shall:

- a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- b. Inform employees about the dangers of drug abuse in the workplace, the businesses' policy of maintaining a drug-free workplace, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
- c. Give each employee engaged in providing the commodities or contractual Services that are under this RFP of a copy of the statement specified in subsection (a) above.
- d. In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual Services that are under this RFP, the employee will abide by the terms of the statement and will notify the employee of any conviction of, a plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or any controlled substance of the United States or any state, for violation occurring in the work place no later than five (5) days after such conviction.
- e. Impose a sanction, on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

1.16 Conflicts of Interest (ref: Appendix C-5)

1.16.1. An award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose with its Proposal whether any officer, director, employee or agent is also an officer or an employee of the COUNTY. All Proposers must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches or affiliates. All Proposers must also disclose the name of any employee, agent, lobbyist, previous employee of the COUNTY, or other person, who has received or will receive compensation of any kind, or who has registered or is required to register under Section 112.3215, Florida Statutes, in seeking to influence the action of the COUNTY in connection with this procurement.

1.17 Non-Collusion (ref: Appendix C-6)

Each Proposer is required to sign and have notarized by a Florida Notary a "Non-collusion Affidavit."

1.18 Ethical Business Practices (ref: Appendix C-7)

1.18.1 The County reserves the right to deny award or immediately suspend any contract resulting from this RFP or Proposal, pending final determination of charges of unethical business practices. At its sole discretion, the County may deny award or cancel the Contract if it determines that unethical business practices were involved.

1.18.2 **Gratuities.** It shall be unethical for any person to offer, give or agree to give any County employee, or for any County employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any RFP or Proposal thereof.

1.18.3 **Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

1.18.4 A Proposer is required to certify an Ethics Clause (Appendix C-7) and submit with its Proposal.

1.19 Subcontracting (ref: Appendix C-8)

1.19.1 Proposer may consider subcontracting portions of the Services to be performed and/or provided. If this is to be done, that fact, and the name of the proposed subcontracting firm(s), must be clearly identified in the Proposal and the Contract.

1.19.2 Following the execution of the Contract, no additional subcontracting will be allowed without the express prior written approval of the County.

1.19.3 All subcontractors shall be held to the same requirements, terms and conditions of this RFP, its attachments, any documents incorporated by reference and the executed Contract.

1.19.4 A Proposer must list any proposed subcontractors with addresses, contact information and Services to be provided and submit with its Proposal.

1.20 Withdrawal of Proposals

A Proposal may be withdrawn only by written notification from the Proposer prior to the time fixed for the opening of Proposals. Negligence on the part of the Proposer in preparing the Proposal confers no right for withdrawal of the Proposal after it has been opened.

1.21 Status Of Contractor

The Proposer shall, at all times relevant to a contract as a result of this RFP, be an independent Contractor and in no event shall the Proposer, nor any employees or subcontractors under it, be considered to be employees of the County.

1.22 Registered to Do Business in the State of Florida

A Proposer seeking to do business with the County shall, at the time of submitting a Proposal, be registered with the Department of State in accordance with the provisions of either Chapters 607, 608, 617, 620, or 621, Florida Statutes, as applicable. For further information on required filing and forms, please go to the following sites: <http://sunbiz.org/index.html> or <http://www.dos.state.fl.us/doc/index.html>.

1.23 Debarment and Suspension (ref: Appendix C-9)

Proposers are required to certify that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from covered transactions by any governmental agency.

1.24 Employment Eligibility Verification (ref: Appendix C-10)

1.24.1 The successful Proposer shall use the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the Proposer during the Contract term, and shall expressly require same of subcontractors.

1.24.2 The successful Proposer agrees to maintain records of its participation, proof of verification of employees hired to provide Services pursuant to this RFP and Contract, and compliance with the provisions of the E-verify program, including participation by its subcontractors as provided above, and to make sure that such records are available to the County or other authorized federal or state entity consistent with the terms of this RFP and Contract.

1.25 Venue

Venue for all actions arising under the RFP and subsequent Contract shall lie in Wakulla County, Florida, United States.

1.26 Construction

The validity, construction, and effect of this RFP and subsequent Contract shall be governed by the Laws of the State of Florida.

1.27 Order of Precedence

The provisions of the RFP, successful firm's Proposal and subsequent Contract shall be complied with by the Parties, but only to the extent they are consistent with the provision of the RFP and Contract. In the event of an inconsistency between the provisions of the RFP or Contract hereto, the Order of Precedence shall be followed:

- a. Laws of Florida.
- b. County Policies and Procedures.
- c. RFP and all of its addendums and attachments.
- d. Successful firm's Proposal.

1.28 Term of the Contract and Termination

- 1.28.1 A Contract executed as a result of this RFP shall commence upon the date of execution effective the latest date signed by the parties and shall expire three (3) years from the date of execution.
- 1.28.2 The Contract as a result of this RFP may be renewed, as only as agreed to in writing by the County and the Consultant, for three (3) one (1) year terms, not to exceed a total of six (6) years including the original Contract term. The County reserves the right to evaluate the services provided and cost prior to the renewal of the contract to ensure cost are reasonable based on services and market rates. All renewals shall be in writing and agreed to by both parties.
- 1.28.3 The County may terminate the Contract as a result of the RFP without cause immediately upon certified presentation of written notice. Presentation can be by certified mail (return receipt requested) or signed, hand delivered receipt from a process server (private or Sheriff's Deputy).

SECTION 2.0 CONE OF SILENCE

- 2.1 A Cone of Silence will be in effect for this RFP beginning with the advertisement date, Thursday, September 17, 2015, 8:00 AM EST.
- 2.2 The prospective Proposer shall not have any communication with any County personnel, except the person designated in Section 1.6 above. No interpretation of the meaning of the plans, specifications or RFP shall be made to a Proposer orally. Any such oral or other interpretations or clarifications shall be without legal effect.

2.3 All requests for interpretations or clarifications shall be in writing, addressed to the person designated in Section 1.6 above, to be given consideration. All such request for interpretations or clarifications must be received in writing in accordance with Section 5.0, Schedule of Events. Any and all such interpretations and supplemental instructions shall be in the form of a written addendum which, if issued, shall be posted on the County's website on the date indicated in Section 5.0, Schedule of Events. Such written addenda shall be binding on the Proposer and shall become a part of the RFP Document(s).

SECTION 3.0 NOT USED

SECTION 4.0 INSURANCE REQUIREMENTS

4.1 GENERAL

Prior to commencing work, the Proposer(s) shall procure and maintain at its own cost and expense for the duration of the Contract the following insurance against claims for injuries to person or damages to property, which may arise from or in connection with the performance of the work or Services hereunder by the Proposer, his agents, representatives, employees or subcontractors.

- a. **Commercial General/Umbrella Liability Insurance** - \$1,000,000 limit per occurrence for property damage and bodily injury. The service provider should indicate in its Proposal whether the coverage is provided on a claims-made or preferably on an occurrence basis. The insurance shall include coverage for the following:
 - Premise/Operations
 - Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
 - Products/Completed Operations
 - Contractual
 - Independent Contractors
 - Broad Form Property Damage
 - Personal Injury

- b. **Business Automobile/Umbrella Liability Insurance** - \$1,000,000 limit per accident for property damage and personal injury.
 - Owned/Leased Autos
 - Non-owned Autos
 - Hired Autos

- c. **Workers' Compensation and Employers'/Umbrella Liability Insurance** -- Workers' Compensation coverage with benefits and monetary limits as set forth in Chapter 440, Florida Statutes. This policy shall include Employers'/Umbrella Liability coverage for \$1,000,000 per accident. Workers' Compensation coverage is required as a condition of

performing work or Services for the County whether or not the Proposer is otherwise required by law to provide such coverage.

- d. **Environmental Liability Insurance** - \$1,000,000 per occurrence.

4.2 OTHER INSURANCE PROVISIONS

- a. **Commercial General Liability and Automobile Liability Coverage's** - The County, members of their Commissions, boards, and committees, officers, agents, employees and volunteers are to be covered as additional insured's as to: liability arising out of activities performed by or on behalf of the Proposer; products and completed operations of the Proposer; premises owned, leased or used by the Proposer or premises on which Proposer is performing Services on behalf of the County. The coverage shall contain no special limitations on the scope of protection afforded to the County, members of its Commissions, boards, and committees, officers, agents, employees and volunteers.

- (1) The Proposer's insurance coverage shall be primary insurance as to the County, members of their Commissions, boards, and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the County, members of their Commissions, boards, and committees, officers, agents, employees and volunteers shall be excess of Proposer's insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, members of their Commissions, boards, and committees, officers, agents, employees and volunteers.
- (3) Coverage shall state that Proposer's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- b. **Workers' Compensation and Employers' Liability and Property Coverage** - The insurer shall agree to waive all rights of subrogation against the County, members of their Commissions, boards, and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Proposer in the performance of Services under the Contract.

4.3.1 All Coverages

- a. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the County.
- b. If a Proposer, for any reason, fails to maintain insurance coverage which is required pursuant to the Contract, the same shall be deemed a material breach of the Contract. County, at its sole option, may terminate their respective Contract and obtain damages

from the Proposer resulting from said breach.

- c. Alternatively, County may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to Proposer, County may deduct from sums due to Proposer any premium costs advanced by County for such insurance.
- d. County must be named as "additional insured".

4.4 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retention's must be declared to and approved by the County. At the option of the County, the insurer shall reduce or eliminate such deductibles or self-insured retentions to the County, members of its County Commission, boards, and committees, officers, agents, employees and volunteers; or the Proposer shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expenses.

4.5 Acceptability of Insurers

Insurance is to be placed with Florida admitted insurers rated B+X or better by *A.M. Best's* rating service.

4.6 Verification of Coverage (ref: Appendix C-11)

Proposer shall furnish the County with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the County before the Services commences.

4.7 Subcontractors

The Proposer shall include each of its subcontractors as insured under the policies of insurance required herein.

SECTION 5.0 CALENDAR OF EVENTS

All times listed in the calendar of events is Eastern Daylight Time (EST).

EVENT (1)	DATE
Request for Proposals Advertised	Thursday, September 17, 2015
Technical Questions Due from Prospective Respondents (written via fax or e-mail)	Thursday, September 24, 2015
NON-MANDATORY Pre-Proposal Meeting located at the Wakulla County Administration Building.	Monday, October 5, 2015, 10:00 AM
Responses to questions due from the County	Wednesday, October 7, 2015
PROPOSALS DUE TO COUNTY	Thursday, October 15, 2015 3:00 PM
Evaluation Team Selection Process	Thursday, October 16, 2015
Oral Presentations	TO BE DETERMINED
Posting of Evaluation Team Rankings	Wednesday, October 21, 2015
COUNTY Consideration of Intended Vendor Award	Monday, November 2, 2015
Anticipated Date to Begin Work	TO BE DETERMINED

- (1) The Board of County Commissioners reserves the right to alter scheduled dates if necessary.
- (2) The County reserves the right to require oral presentations. In the event the County elects to have oral presentations, the Proposers will be notified and the information posted on the County website.

SECTION 6.0 SCOPE OF SERVICES

6.1 Project Scope and Definitions

The successful Proposer shall have the proven ability to provide the Services required pursuant to this RFP and in particular the following specific requirements and conditions as prescribed in this section 6.0.

6.2 General Information

The successful Proposer will provide professional consulting services to assist the County with development, submittal and US Treasury (Treasury) acceptance of the Multi-year Plan (MYP); development and submittal of grant applications; technical assistance; and, other associated services that maybe required (the "Services") pertaining the Deepwater Horizon (BP) Oil Spill and the Resource and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast (RESTORE) Act of 2012 and other related programs at the federal, state and local level.

6.3 Services to be Provided

The following services to be provided will include but may not be limited to the following:

A. RESTORE ACT – WAKULLA COUNTY

1. Guidance on Compliance with Treasury Requirements and other applicable federal, state or local laws: Provide guidance and technical assistance to the County to ensure compliance with Treasury Requirements as well as other Federal, State and local Laws in the development of a Planning Grant, prioritization of RESTORE Act criteria, project selections process, development of the Multi-Year Plan, individual project applications, and other tasks as maybe requested and negotiated under this RFP.
2. Planning Grant: Develop a planning grant for the County's approval and submission to the Treasury for development of the Multi-Year Plan in accordance with Treasury requirements.
3. RESTORE Act Criteria and Project Selection: Assistance and support to the County in prioritizing RESTORE Act criteria and in the ranking and selection of projects to be included in the MYP.
4. Multi-Year Plan (MYP): Develop the County's MYP for the County approval for submission and final approval by the Treasury in accordance with County priorities and existing plans, and all Treasury requirements.
5. Project Applications: Assist the County in developing project applications for projects as maybe approved by the Treasury in the MYP.
6. Leveraging and Maximizing Funds: Assist the County in identify other funds that could be leveraged, maximized or matched for projects to be included in the MYP.

7. Meetings and Presentations: Prepare talking points and presentations, provide handouts, attend meetings and make presentations to the BoCC, at workshops, public meetings and/or to the Wakulla RESTORE Act Advisory Committee (RAC) held in Wakulla County. Attend other applicable state, regional or local meetings as maybe determined and requested.
8. Data Base and Mapping of Project Proposals, Pending Project Status and Approved Projects and Status of Approved Projects at a minimum: Be able to provide an automated/electronic process and data base of projects based on RESTORE Act criteria, location, approved, pending, etc. that can be used to generate reports and maps.

B. PARTNERSHIPS AND OTHER FUNDING OPPORTUNTIES

1. Partnerships – assist the County to identify and develop partnerships, coordinated efforts, and program applications with federal, state and/other local governments and/or non-governmental agencies that further enhance the County’s MYP and related initiatives.
2. Funding Opportunities - Investigate all funding sources available under the RESTORE Act program, other related or compatible federal and state programs/funding opportunities so that the County may pursue, match or leverage other funding opportunities to further enhance the County’s MYP and related initiatives.

C. PERFORMANCE REPORTING

Provide monthly progress reports to the County staff outlining at a minimum the activities performed, percentage complete on each task or deliverable, recommendations for future activities or modifications to the Contract or task order.

D. OTHER

1. Travel – the successful Proposer will travel to Wakulla County to meet with the County staff, BoCC and/or County attorney, when necessary and as approved in advance by the County, for the development, review and discussion of the implementation and successfully achievement of the Scope of Services. Travel will not be reimbursed and therefore should be included in the fee schedule/cost proposal as part of the services.
2. Other Services - Provide other services consistent with implementation of the RESTORE Act and the intent of the RFP that are not specifically addressed above. Other services requested by the County or identified by the successful Proposer shall be negotiated and agreed to in writing by both Parties.

6.4 Proposers must be able to provide and demonstrate experience with all elements of the RESTORE Act; including but not limited to:

- A. Experience and knowledge with:

1. Economic development, workforce and Tourism industries, with emphasis on local needs and issues.
2. Environmental issues, specifically in the Gulf Coast, Northwest Florida Panhandle and other similar areas.
3. Professional engineering services.
4. Federal and state laws, rules and regulations as specified in the US Treasury requirements, specifically with the 2 CFR Uniform Administrative Requirements, cost Principles, and Audit Requirements for Federal Awards; Treasury requirements, NEPA, etc.
5. Federal grant management.
6. Long range planning, with emphases on the RESTORE Act and MYP.
7. Public outreach.
8. Other relevant qualifications, knowledge and experience as may be determined by the Proposer.

B. Maintaining an adequate and qualified workforce.

6.5 Licensed to do Business in the State of Florida

The Proposer shall be licensed to do business in the State of Florida and the Proposer and employees assigned to the Project shall hold all necessary and required professional incenses and certificates to perform required Services.

SECTION 7.0 PROPOSAL RESPONSE REQUIREMENTS

7.1 OVERVIEW

- 7.1.1 The County has established certain mandatory requirements that must be included as part of any Proposal. The use of the terms “shall,” “must,” or “will” (except to indicate simple futurity) in this RFP indicates a mandatory requirement or condition. The words “should” or “may” in this RFP indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature will not by itself cause rejection of a Proposal.
- 7.1.2 Proposals not meeting all material requirements of this request or which fail to provide all required information, documents, or materials such as request forms, bonds, etc., will be rejected as non-responsive. Material requirements of the bid are those set forth as mandatory, or without which an adequate analysis and comparison of replies is impossible, or those which affect the competitiveness of replies or the cost to the County. A Proposer’s whose replies, past performance or current status that do not reflect the capability, integrity or reliability to perform fully and in good faith the requirements of the Contract may be rejected as non-responsible.
- 7.1.3 The County reserves the right to determine which Proposals meet the material requirements of the RFP and which Proposals are responsible and/or responsive. Further, the County may reject any and all Proposals and seek new Proposals when it is in the best interest of the County to do so.

7.2 INSTRUCTION TO PROPOSERS

- 7.2.1 The Proposal should address the requirements in a clear and concise manner in the order stated herein.
- 7.2.2 Proposals must be tabbed as described in section 7.3 below must include the information/documents specified in the applicable tab. Proposals that do not adhere to the prescribed format or include the requested information/documents may be considered incomplete and therefore unresponsive by the County.
- 7.2.3 The County reserves the right to seek additional/supplemental representation on specific issues as needed.
- 7.2.4 Proposals must be typed. No changes in or corrections to Proposals will be allowed after the Proposals are opened.
- 7.2.5 The signer of the Proposal must declare that the Proposal in all respects fair and in good faith without collusion or fraud and that the signer of the Proposal has the authority to bind the principal Proposer.
- 7.2.6 The County shall not be liable for any costs incurred by Proposer prior to entering into a contract. Therefore, all Proposers are encouraged to provide a simple, straightforward, and concise description of its ability to meet the RFP requirements.

7.3 PROPOSAL CONSTRUCTION

- 7.3.1 Proposer's shall construct its Proposal in the following format as outlined below and a tab must separate each section as prescribed.
- 7.3.2 The Proposal and all attachments shall be bound and submitted in a in a sealed envelope (or other packaging), provide an original, so identified and six (6) complete copies of the Proposal for Services defined herein for the term of the contract.

To facilitate effective evaluation by the County, proposals are to be a maximum of fifty (50) pages; this does not include the executive summary, index documentation, sectional dividers, front/back covers, or County required forms/documentation.

TRANSMITTAL LETTER ON THE FIRMS LETTERHEAD (Re: Appendix A)

TAB 1 – EXECUTIVE SUMMARY

Provide a concise summary description of the contents of the Proposal, the capabilities of the Proposer to successfully meet the requirements of this RFP and the approach that will be taken if awarded the RFP.

Include a statement that Proposer meets all program standards as provided for in this RFP.

Include the name of the person(s) who will be authorized to make representations for the Proposer, their title(s), address(es), and contact number(s).

This summary should be no more than four (4) pages.

TAB 2 – RESTORE ACT UNDERSTANDING/PROJECT APPROACH

Provide a comprehensive narrative statement that illustrates the Proposer's understanding of the requirements of the project and the Services and technical assistance being sought by the County. At a minimum, describe:

1. Understanding of the RESTORE Act and related programs and the County's proposed project scope of services.
2. Recommended project approach.
3. Recommended quality assurance and technical procedures to be utilized to implement the recommend project approach specific to the County.

TAB 3 – ORGANIZATION AND ABILITY OF PROPOSER AND STAFF

1. Illustrate the Proposer's organizational chart as it relates to Proposer's services in accordance with this RFP, indicating key personnel and each individuals relationship to the project services, especially the Project Manager and/or Technical Consultant. Indicate the general and specific project related capability.

2. Indicate the adequate depth and abilities from within the organization which can be drawn upon as needed, to include: management, technical and support staff.
3. Include a list of all proposed key staff on the project team, their role with the firm, proposed role with this project, training, experience and any professional licensure or certifications.
4. State the Proposer's location and accessibility to the County throughout the project term.

TAB 4 – RELEVANT FIRM EXPERIENCE

1. Company/firm background.
2. Summarize related services and experience within the last ten (10) years, related to development and implementation of projects/programs analogous with the RESTORE Act, and in particular the Multi-Year Plan as required by the Treasury.
3. Describe specific project(s) completed in the last ten (10) years having similar or greater relative size and complexity as the RESTORE Act program.

TAB 5 – MANAGEMENT PLAN FOR THE PROFESSIONAL CONSULTING SERVICES

1. Describe in-house capabilities of the firm to provide project scheduling and management plans to assist the County with implementation of the RESTORE Act and the MYP as well as other project management control systems, IT systems, or other similar capabilities.

TAB 6– REFERENCES and CURRENT RESTORE ACT Associations and, CONFLICTS FOR SIMILAR PROJECTS (ref: Appendix C12)

1. REFERENCES:

- a. Provide a list of all associations and representation related specifically to the RESTORE Act with governmental entities entered since 2012.
- b. Current project workload related to RESTORE Act professional consulting services and obligations other than Wakulla County.
- c. Provide five (5) references and letters of reference from clients on similar projects within the last ten (10) years.
- d. State the volume in the past five (5) years of contracts with governmental agencies (single line of information per contract).

- 2. CONFLICTS:** Provide a description of any conflicts occurring over the last ten (10) years with projects/references provided/required above or with any other contracts for similar work.

TAB 7 – SUBCONTRACTORS (ref: Appendix C-8)

1. At a minimum name ALL subcontractors and the role (to include prime and subcontractors) that will potentially be used to perform work on this project.

TAB 8 - REQUIRED DOCUMENTS AND CERTIFICATIONS

1. Refer to the Appendices for a checklist and list of all required documents and certifications to be included under Tab 8, unless otherwise directed by the RFP.

TAB 9 – COST PROPOSAL and PROJECT TIMELINE

1. The Cost Proposal must indicate a fee structure or rate for consulting services for all services for the development of a planning grant and the MYP, including submission and approval by the Treasury. Include the list of related services and scope of work itemized and estimated number of hours for each milestone indicated in the project time.
2. Include a proposed project timeline with recommended milestones for the Project.

7.4 Delivery of Proposals

7.4.1 All **Proposals** must be bound and delivered **SEALED** to the County at the address shown below, no later than the time and date set for receipt of Proposals in Section 5.0, Schedule of Events. Failure to comply with this or any other paragraph of this RFP shall be sufficient reason for rejection of the Proposal.

7.4.2 Deliver OR mail the **PROPOSAL in a sealed** envelope/package to:

**WAKULLA COUNTY PURCHASING OFFICE
ATTN: RFP 2015-09
3093 CRAWFORDVILLE HIGHWAY
P.O. BOX 1263
CRAWFORDVILLE, FL 32326**

7.4.3 The front lower left corner of each **SEALED** envelope/package shall contain the following information for proper identification:

<p><u>PROPOSAL</u> RFP NO: 2015-09 RESTORE ACT CONSULTING SERVICES DUE NO LATER THAN: OCTOBER 15, 2015, 3:00 PM EST</p>

- a. For time and date set for receipt of Proposals see Section 5.0, Schedule of Events.
- b. If more than one package, include name and address of Proposer on each sealed envelope/package and number each sealed package sequentially, i.e., "1 of 3", "2 of 3", "3 of 3".

7.4.4 All Proposals received will be recorded and date stamped at the Wakulla County office located at 3093 Crawfordville Highway, Crawfordville, Florida. The responsibility for submitting the Proposal to the County Procurement Office no later than the specified time and date is solely that of the Proposer. The County will in no way be responsible for delays in mail delivery or delays caused for any other occurrence.

7.4.5 Submission of Proposals by fax or other electronic means will not be accepted. Late Proposals will not be accepted.

SECTION 8.0 PROPOSAL OPENNING

8.1 All Proposals will be opened on the date and time indicated in Section 5.0, Calendar of Events.

SECTION 9.0 EVALUATION OF PROPOSALS AND SELECTION PROCESS

9.1 Proposals submitted to this RFP who satisfy the required qualifications and are deemed to be responsive, responsible Proposers shall be ranked by a Selection Committee appointed by the County Administrator.

9.2 In ranking Proposals the Selection Committee shall evaluate the Proposals on the basis of the information provided by the Proposer, and rank each Proposal for compliance with the qualifications of each Proposer and compliance with the mandatory requirements of the RFP.

9.3 Responses to this RFP not meeting the requirements specified herein will be considered non-responsive or not responsible, as applicable. In the best interest of the County, the Wakulla Board of County Commissioners’ reserves the right to reject any and all responses or waive any minor irregularity or technicality in responses received. Proposers are cautioned to make no assumptions unless their response has been deemed responsive.

9.4 The selection committee will evaluate the Proposals that are responsive to the requirements of this RFP using the following weighted criteria listed in order of importance:

CRITERIA	Weight
1. RESTORE Act Understanding/Project Approach	20
2. Organization and Ability of Consultant and Staff	20
3. Relevant Firm Experience	20
4. Management Plan for Consulting Services	20
5. Cost Proposal	10
6. Oral Presentations – if requested	10
TOTAL POSSIBLE POINTS	100

* These criteria are subject to re-evaluation after oral presentations, if requested or desired by the County.

9.5 Proposers may be selected for interviews or oral presentations (shortlisted) as may be necessary. The County makes no commitment to any Proposer to this RFP beyond consideration of the written response to this RFP. All Proposers will be notified of the shortlisted and non-shortlisted Proposers as well as the date, time and location of interviews and/or oral presentations.

- 9.6 The Proposal deemed best by the selection committee shall be presented by the County Administrator in the form of an Agenda Request to the Wakulla County Board of Commissioners, who shall either accept or deny the recommendation of the selection committee as presented by the County Administrator.
- 9.7 The Wakulla County Board of Commissioners, or its designee, shall negotiate a contract with the selected Proposer in accordance with County policy.
- 9.8 Individual Committee members will be removed from the Committee if unable to participate in all reviews, and scoring will be based on scores of the remaining Committee members.

SECTION 10.0 INTENT TO AWARD AND CONTRACT EXECUTION

- 10.1 The County reserves the right to incorporate the successful Proposal into the Contract. Failure of a firm to accept this obligation may result in the cancellation of the award.
- 10.2 The construction, interpretation, and performance of this RFP, and all transactions under it shall be governed by the laws of the State of Florida and Wakulla County. The Contract shall include all terms and conditions of this RFP, any addenda, response, and the County's contract issued as a result of this RFP.
- 10.3 The selected Proposer will be required to assume responsibility for all Services offered in the Proposal. The County will consider the selected firm to be the sole point of contact with regard to all Services and contractual matters, including payment on any or all charges.
- 10.4 A copy of the Evaluation/Selection Committee's final recommended ranking and award will be available for review on the County's website at www.mywakulla.com.
- 10.5 After successful posting of the intent to award for 72 hours, the County will negotiate a contract with the successful Proposer(s) in accordance with County policy, Florida Law, this RFP and the successful Proposer's Proposal.

SECTION 11.0 DRAFT CONTRACT

This Contract entered into the _____ day of _____, 20____, between THE BOARD OF COUNTY COMMISSIONERS OF WAKULLA COUNTY, FLORIDA, (the “Board”), a political subdivision of the State of Florida, located at 3093 Crawfordville Highway, Crawfordville, Florida 32327, herein referred to as “COUNTY” and _____ whose principal place of business is at _____(the “Consultant”), whose Federal I.D. number is _____, in connection with Wakulla County Request for Proposals No. 2015-09, and the professional services set forth therein.

WITNESSETH

WHEREAS, Wakulla County must submit a Multi-Year Plan to the US Treasury for approval pursuant to the RESTORE Act of 2012 and the US Treasury Rule 31 CFR Part 34 and guidance documents (the “Treasury Requirements”) to access funds made available to Wakulla County under the RESTORE Act; and,

WHEREAS, preparing a Multi-Year Plan compliant with Treasury Requirements is a complex and technical process.

WHEREAS, it is in the County’s best interest to leverage, maximize, and match the County’s RESTORE Act funds with other programs/funds that may be available and complimentary to the County’s efforts;

WHEREAS, the Board desires to seek the services of a professional consultant to assist the County in developing a planning grant and its Multi-Year Plan, in compliance with Treasury Requirements, and the leveraging, maximizing and matching of other complimentary and available funding opportunities;

WHEREAS, the Consultant was selected pursuant to a competitive selection process in compliance with Treasury Requirements; and, County Ordinance Number 2015-02, Purchasing Policy.

NOW, THEREFORE, in consideration of the mutual promises herein, the Parties agree as follows:

1.0 CONTRACT DOCUMENTS

The “Contract Documents” means and includes the following:

- A. Contract (Executed)
- B. RFP 2015-09
- C. Contractor’s Proposal i.e., response to RFP 2015-09)
- D. Consultant Service Authorization (CSA)
- E. Fee Schedule

2.0 Term

2.1 This Contract shall take effect on the date of its execution by the Chairman of Board of County Commissioners.

2.2 The term of this Contract shall commence on _____ and continue until _____, unless otherwise terminated as provided herein.

2.3 This Contract may be renewed for three (3) one (1) year terms, not to exceed a total of six (6) years, including the original Contract and any and all renewals.

3.0 Services to Be Performed by CONSULTANT

3.1 CONSULTANT shall perform the Services as generally described in the Scope of Work Exhibit "D," which is the initial Consultant Services Authorization ("CSA"), and is hereby incorporated herein by reference.

3.2 CONSULTANT shall also perform additional services as may be further specifically designated and authorized by the COUNTY, in writing. Such authorizations for additional services will be outlined in a supplemental CSA and all provisions of this Contract apply to the CSA with full force and effect as if appearing in full within each CSA. Each CSA will set forth a specific Scope of Services, maximum limit of compensation, schedule, liquidated damages and completion date, and shall become effective upon the due execution after approval by the Board.

3.3 The CONSULTANT is not authorized to undertake any project without a duly executed CSA, which shall specify the work to be performed and the time to be completed. CONSULTANT recognizes that the COUNTY may employ several different consultants to perform the work described and that the CONSULTANT has not been employed as the exclusive agent to perform any such services.

3.4 When the CONSULTANT and the COUNTY enter into a CSA where the term of the CSA expires on a date that is later than the date that this Contract expires, the CONSULTANT and the COUNTY agree that the terms of this Contract and any amendments, attachments or provisions thereof are automatically extended until the expiration or full completion of the requirements of the CSA have been performed. However, the total term of the Contract, including all renewals and CSAs shall not exceed six (6) years.

3.5 Cancellation by the COUNTY of any remaining work prior to the full completion of the requirements of the CSA shall cause the terms of this Contract to terminate at the same time. This provision only applies when the expiration of the CSA extends beyond the expiration of this Contract. It does not apply when a CSA expires or is cancelled prior to the expiration of this Contract.

4.0 Compensation

4.1 General

4.1.1 Funding for all or part of the Services pursuant to the RFP is contingent upon a planning grant being awarded to Wakulla County by the U.S. Treasury and as such, all payments due to CONSULTANT are dependent and contingent on the U.S. Treasury's approval of the COUNTY's grant application and request for funds or reimbursements from the U.S. Treasury in accordance with the grant program requirements and grant terms and conditions.

4.1.2 COUNTY shall pay CONSULTANT in accordance with the Project Fee schedule included in Exhibit F and each subsequent individual CSA for services.

4.1.3 Compensation may be negotiated as either a lump sum or a not to exceed price on a per-project basis, on each individual CSA.

4.1.4 The total amount to be paid under this Contract for the Services pursuant to the RFP No. 2015-09 and CSAs shall not exceed _____, unless otherwise approved in writing in accordance with the terms and conditions of this Contract.

4.2 Invoicing

4.2.1 Invoices shall be submitted monthly beginning with Treasury approval of the County's planning grant and release of funds for such services.

4.2.2 Each invoice must reference the RFP 2015-09 and the applicable CSA number, using an invoice form approved by the County Clerk.

4.2.2 Each invoice shall provide a summary of the Services provided pursuant to the CSA for the invoicing period and percentage of each task completed. Each invoice shall be sufficient for pre and post audit review for the services provided during the invoice period.

4.2.3 Invoices received by the County by the Consultant pursuant to this Contract will be reviewed and approved in writing by the Contract Representative, who shall indicate whether Services were rendered in conformity with the Contract.

4.2.4 Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "Final Invoice" on the CONSULTANT's final/last billing to the COUNTY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONSULTANT.

4.2.4 All invoices shall be delivered to the Contract Representative:

Sheree T. Keeler
Director of Intergovernmental Affairs and RESTORE Act
P. O. Box 1263
3093 Crawfordville Highway
Crawfordville, FL 32327
skeeler@mywakulla.com

4.3 Payments

4.3.1 Approved invoices shall be paid within thirty (30) days following the County Representatives approval. Payments will be processed in accordance with the Florida Prompt Payment Act.

4.3.2 Payment of the final invoice shall not constitute evidence of the COUNTY's acceptance of the work. For final acceptance of any services provided hereunder, the CONSULTANT will submit an acceptance document to the COUNTY for approval.

4.4 Travel and Reimbursables'

This is a fee for services and deliverables Contract and the Consultant is responsible for all travel, supplies, equipment, materials and other cost associated with performing the Services pursuant to the Contract.

5.0 Insurance

5.1 General Provisions

5.1.1 CONSULTANT shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below and provide the COUNTY with a Certificate of Insurance and an opportunity to inspect a certified copy of each policy applicable to this Contract followed thereafter by an annual Certificate of Insurance satisfactory to the COUNTY to evidence such coverage before any work commences. Such certificates will provide that there shall be no termination, non-renewal, modification or expiration of such coverage without thirty (30) days prior written notice to the COUNTY.

5.1.2 The COUNTY shall be named as an additional insured on all CONSULTANT policies related to the project, excluding professional liability and worker's compensation. The policies shall contain a waiver of subrogation in favor of Wakulla County. All such policies shall be endorsed to provide defense coverage obligations.

All insurance coverage shall be written with an insurer having an A.M. Best Rating of a least the "A" category and size category of VIII.

5.1.3 The CONSULTANT's self-insured retention or deductible per line of coverage shall not exceed \$10,000.00 without the permission of the COUNTY.

5.1.4 If there is any failure by the CONSULTANT to comply with the provisions of this section, the COUNTY may, at its option, on notice to the CONSULTANT, suspend the work for cause until there is full compliance.

5.1.5 COUNTY may, at its sole discretion, purchase such insurance at CONSULTANT's expense provided that the COUNTY shall have no obligation to do so and if the COUNTY shall do so, it shall not relieve CONSULTANT of its obligation to obtain insurance.

5.1.6 The CONSULTANT shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverages.

5.1.7 All CONSULTANT's sub-contractors shall be required to include COUNTY and CONSULTANT as additional insured on their General Liability Insurance policies.

5.1.8 In the event that subconsultants used by the CONSULTANT do not have insurance, or do not meet the insurance limits, CONSULTANT shall indemnify and hold harmless the COUNTY for any claim in excess of the subconsultants' insurance coverage.

5.1.9 The CONSULTANT shall not commence work under this Contract until all insurance required as stated herein has been obtained and such insurance has been approved by the COUNTY.

5.2 Comprehensive Automobile Liability Insurance. In the event CONSULTANT travels in furtherance of the performance of the services required in this Contract, CONSULTANT shall obtain comprehensive automobile liability insurance with \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles, as appropriate.

5.3 Commercial General Liability. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence.

5.4 Umbrella (Excess) Liability Insurance. Umbrella Liability with limits of not less than \$1,000,000.00, exclusive of defense costs, to be in excess of all other coverages. Such coverage shall be at least as broad as the primary coverages above, with any excess umbrella layers written on a strict following form basis over the primary coverage. All such policies shall be endorsed to provide defense coverage obligations.

5.5 Professional Liability Insurance. \$1,000,000.00 for design errors and omissions, exclusive of defense costs. CONSULTANT shall be required to provide continuing Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed.

Insurance requirements may vary depending on projects as determined by the County Director of Risk Management and Insurance. The COUNTY may require the CONSULTANT to provide a higher level of coverage for a specific project and time frame.

5.6 Performance, Payment and Other Bonds. CONSULTANT shall furnish Performance and Payment Bonds specific to each project if required and agreed to under the Consultant Service Contract for the project.

5.7 Workers' Compensation. The CONSULTANT shall provide, pay for, and maintain workers' compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

6.0 Standard of Care

6.1 CONSULTANT has represented to the COUNTY that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.

6.2 CONSULTANT shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.

6.3 CONSULTANT shall, at no additional cost to COUNTY, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Contract.

6.4 The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the professional standards in the field.

7.0 Indemnification

7.1 General. Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, COUNTY and CONSULTANT agree to allocate such liabilities in accordance with this Section.

7.2 Indemnification.

7.2.1 CONSULTANT shall indemnify, defend (by counsel reasonably acceptable to COUNTY) protect and hold COUNTY, and its officers, employees and agents, free and harmless from and against any and all, including, but not limited to, any claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses and expenses (including, without limitation, attorney's fees and costs during negotiation, through litigation and all appeals therefrom), or death of or injury to any person or damage to any property whatsoever, arising out of or resulting from (i) the failure of CONSULTANT to comply with applicable non-conflicting laws, rules or regulations,

(ii) the breach by CONSULTANT of its obligations under this Contract, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of CONSULTANT's performance of this Contract, or (iv) the negligent act, errors or omissions, or intentional or willful misconduct, of CONSULTANT, its sub-consultants, agents, employees and invitees; provided, however, that CONSULTANT shall not be obligated to defend or indemnify the COUNTY with respect to any such claims or damages arising out of the COUNTY's negligence.

7.2.2 COUNTY review, comment and observation of the CONSULTANT's work and performance of this Contract shall in no manner constitute a waiver of the indemnification provisions of this Contract.

7.2.3 CONSULTANT agrees that it bears sole legal responsibility for its work and work product, and the work and work product of subconsultants and its employees, and/or for CONSULTANT's performance of this Contract and its work product(s).

7.3 Survival. Upon completion of all Services, obligations and duties provided for in this Contract, or in the event of termination of this Contract for any reason, the terms and conditions of this Contract shall survive as if the Contract were in full force and effect.

8.0 Independent Contractor

8.1 CONSULTANT undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

8.2 COUNTY shall have no right to supervise the methods used, but COUNTY shall have the right to observe such performance.

8.3 CONSULTANT shall work closely with COUNTY in performing Services under this Contract.

8.4 The CONSULTANT shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and shall have no right to speak for or bind the COUNTY in any manner.

8.5 CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

9.0 Authority to Practice

9.1 The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

10.0 Compliance with Laws

10.1 In performance of the Services, CONSULTANT will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

11.0 Subcontracting

11.1 The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

11.2 If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY. Failure of a Subcontractor to timely or properly perform its obligations shall not relieve CONSULTANT of its obligations hereunder.

12.0 Federal and State Taxes

12.1 The COUNTY is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the COUNTY will provide an exemption certificate to CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the COUNTY, nor shall the CONSULTANT be authorized to use the COUNTY's Tax Exemption Number in securing such materials.

13.0 Public Entity Crimes

13.1 The CONSULTANT understands and acknowledges that this Contract with the COUNTY will be void, in the event the conditions under Section 287.133, Florida Statutes applies to the CONSULTANT, relating to conviction for a public entity crime.

14.0 COUNTY's Responsibilities

14.1 COUNTY shall be responsible for providing information in the COUNTY's possession that may reasonably be required by CONSULTANT, including; existing reports, studies, financial information, and other required data that are available in the files of the COUNTY.

15.0 Termination of Contract

15.1 This Contract may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of the Contract through no fault of the CONSULTANT. 15.2 This

Contract may be terminated by the COUNTY with or without cause immediately upon written notice to the CONSULTANT.

15.3 Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY's satisfaction through the date of termination.

15.4 After receipt of a Termination Notice and except as otherwise directed by the COUNTY, the CONSULTANT shall:

15.4.1 Stop work on the date and to the extent specified.

15.4.2 Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

15.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the COUNTY.

15.4.4 Continue and complete all parts of the work that have not been terminated.

15.5 The CONSULTANT shall be paid for services actually rendered to the date of termination and as allowable under the RESTORE Act and COUNTY's grant with the Treasury.

16.0 Uncontrollable Forces (Force Majeure)

16.1 Neither the COUNTY nor CONSULTANT shall be considered to be in default of this Contract if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Contract and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

16.2 Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch.

16.3 The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other party describing the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this Contract.

17.0 Governing Law and Venue

17.1 This Contract shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Wakulla County, Florida or the United States District Court, Northern District of Florida located in Leon County, Florida.

18.0 Non-Discrimination

18.1 The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

19.0 Waiver

19.1 A waiver by either COUNTY or CONSULTANT of any breach of this Contract shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

20.0 Severability

20.1 The invalidity, illegality, or unenforceability of any provision of this Contract, or the occurrence of any event rendering any portion or provision of this Contract void, shall in no way affect the validity or enforceability of any other portion or provision of the Contract.

20.2 Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void.

20.3 The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

20.4 The provisions of this section shall not prevent the entire Contract from being void should a provision which is of the essence of the Contract be determined to be void.

21.0 Entirety of Contract

21.1 The COUNTY and the CONSULTANT agree that this Contract sets forth the entire Contract between the parties, and that there are no promises or understandings other than those stated herein.

21.2 This Contract supersedes all prior Contracts, contracts, proposals, representations, negotiations, letters or other communications between the COUNTY and CONSULTANT pertaining to the Services, whether written or oral.

21.3 None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

22.0 Modification

22.1 The Contract may not be modified unless such modifications are evidenced in writing signed by both COUNTY and CONSULTANT. Such modifications shall be in the form of a written Amendment executed by both parties.

23.0 Successors and Assigns

23.1 COUNTY and CONSULTANT each binds itself and its partners, successors, assigns and legal representatives to the other party to this Contract and to the partners, successors, executors, administrators, assigns, and legal representatives.

23.2 CONSULTANT shall not assign this Contract without the express written approval of the COUNTY by executed amendment.

23.3 In the event of a merger, the surviving corporation shall be substituted for the contracting party to this Contract and such substitution shall be affirmed by the Wakulla County Board of County Commissioners by executed amendment.

24.0 Contingent Fees

24.1 The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract.

25.0 Truth-In-Negotiation Certificate

25.1 Execution of this Contract by the CONSULTANT shall act as the execution of a Truth-in-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of the Contract.

25.2 The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this "Certificate" within one (1) year following payment.

26.0 Ownership of Documents

26.1 CONSULTANT shall be required to cooperate with the COUNTY and other consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the COUNTY for its use and/or distribution as may be deemed appropriate by the COUNTY. CONSULTANT is not liable for any damages, injury or costs associated with the COUNTY use or distribution of these documents for purposes other than those originally intended by CONSULTANT.

26.2 CONSULTANT shall comply with public records laws embodied in 2 C.F.R. Section 200.333 as well as Chapter 119, Florida Statutes, and specifically shall:

26.2.1. Keep and maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform the Scope of Services identified in any CSA.

26.2.2. Provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided in the COUNTY's public records policy or as otherwise provided by law.

26.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

26.2.4. Meet all requirements for retaining public records and transfer, at no cost, to COUNTY all public records in possession of the CONSULTANT upon termination of the contract or conclusion of each CSA, whichever occurs first, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY.

26.2.5. If CONSULTANT does not comply with a public records request, the COUNTY shall treat that omission as breach of this Contract and enforce the contract provisions accordingly.

27.0 Access and Audits

27.1 CONSULTANT shall maintain adequate records to justify all charges and costs incurred in performing the work for at least five (5) years after completion of this Contract.

27.2 The COUNTY, the Treasury, Treasury Office of Inspector General and the Government Accountability Office shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the CONSULTANT's place of business.

27.3 The COUNTY, the Treasury, Treasury Office of Inspector General and the Government Accountability Office shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits corresponding to the duration of the records retention obligation pursuant to a Treasury grant award for Services.

27.4 Misrepresentations of billable time or reimbursable expenses as determined by the County Clerk or Auditor to the Wakulla County Board of County Commissioners shall result in the recovery of any resulting overpayments. The COUNTY's cost of recovery shall be the sole expense of the CONSULTANT, including accounting and legal fees, court costs and administrative expenses.

27.5 Intentional misrepresentations of billable hours and reimbursable expenses will be criminally prosecuted to the fullest extent of the law.

27.6 All invoices submitted are subject to audit and demand for refund of overpayment up to three (3) years following completion of all services related to this Contract.

28.0 Notice

28.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by Federal-Express or by Certified Mail, postage prepaid as follows:

As to County:	Sheree T. Keeler Director of Intergovernmental Affairs and RESTORE Act P.O. Box 1263 3039 Crawfordville Highway Crawfordville, FL 32327
---------------	---

As to Consultant: [TO COME]

28.2 Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m., or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

28.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONSULTANT and COUNTY.

29.0 Service of Process

As to County: Chairman of the Board of County Commissioners
Wakulla County Florida
3093 Crawfordville Highway
Crawfordville, Florida 32326

As to Consultant: [TO COME]

30.0 Contract Administration

30.1 Services of CONSULTANT shall be under the general direction of Sheree T. Keeler, the Wakulla County Intergovernmental Affairs Director, who reports to the County Administrator, or his or her successor, who shall act as the COUNTY's representative during the term of the Contract.

31.0 Key Personnel

31.1 CONSULTANT shall notify COUNTY in the event of key personnel changes, which might affect this Contract. To the extent possible, notification shall be made within ten (10) days prior to changes. CONSULTANT at COUNTY's request shall remove without consequence to the COUNTY any Subcontractor or employee of the CONSULTANT and replace him/her with another employee having the required skill and experience. COUNTY has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Name: _____

Name: _____

32.0. Appropriations

32.1 CONSULTANT acknowledges that the COUNTY, during any fiscal year, shall not expend money, incur any liability, or enter into any Contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any Contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such Contract. Nothing herein contained shall prevent the making of Contracts for a period exceeding one year, but any Contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the COUNTY's performance and obligation to pay under this Contract is contingent upon annual appropriation.

32.2 CONSULTANT acknowledges that all funding for the Contract Services will be provided by a grant awarded to Wakulla County through the U.S. Treasury and as such, all payments due to CONSULATANT are dependent and contingent on the U.S. Treasury's approval of the COUNTY's grant application and release of funds or reimbursements from the U.S. Treasury pursuant to the grant terms and conditions.

33.0 Liquidated Damages

33.1 The parties hereto agree that liquidated damages will be assessed against the CONSULTANT for CONSULTANT's failure to meet the final deliverable date in the Schedule in the Scope of Work, but only to the extent and in proportion to CONSULTANT's fault in causing the delay as compared to other causes, and to the extent the CONSULTANT is not delayed by reasons beyond CONSULTANT's reasonable control.

34.0 Grant Conditions

This Contract is subject to all applicable terms and conditions of the following but, may not be limited to:

3.4.1 RESTORE Act, Public Law No. 1112-141, July 6, 2012,

3.4.2 Treasury Interim Rule, 31 CFR Part 34,

3.4.3 US Treasury RESTORE Act Guidance Documents,

3.4.4 US Treasury RESTORE Act Financial Assistance Standards Terms and Conditions and Program-Specific Terms and Conditions, January 2015.

3.4.5 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200, specifically Appendix II to Part 200, Contract Provisions for Non-federal Entity Contracts Under Federal Awards.

3.4.5 The aforementioned documents are incorporated by reference and are available on the U.S. Treasury Website at: <http://www.treasury.gov/services/restore-act/Pages/default.aspx>.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the date and year first above written.

Attest:

CLERK OF THE COURT

WAKULLA COUNTY, a political subdivision of the State of Florida

By: _____
BRENT X. THURMOND

By: _____
Chairman, Board of County Commissioners

Date Approved by Board: _____

Review as to form:

County Attorney's Office

Date _____

Attest:

_____ a _____ Corporation

By: _____
Corporate Secretary or Designee

[Print Name]

DATE: _____

SEAL

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF _____ COUNTY OF _____

The foregoing instruments was acknowledged before me this

_____ By _____

(Date)

(Name of officer or agent, title of officer or agent)

On behalf of the corporation, pursuant to the powers conferred upon said officer or agent by the corporation. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced

_____ as identification and did certify to have knowledge of the matters stated

(Type of Identification)

In the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this _____

(Date)

_____ Commission Number _____

(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date _____

(Name of Notary typed, printed or stamped)



ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this

_____ By _____

(Date)

(Name of acknowledging partner or agent)

On behalf of _____ a
partnership. He/She personally appeared before me at the time of notarization, and is
personally known to me or has produced

_____ as identification and did certify to have
knowledge of the matters

(Type of Identification)

In the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this _____

(Date)

_____ Commission Number _____

(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date _____

(Name of Notary typed, printed or stamped)



ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this

_____ By _____

(Date)

(Name of acknowledging)

Who personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of the matters

(Type of Identification)

In the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this _____

(Date)

_____ Commission Number _____

(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date _____

(Name of Notary typed, printed or stamped)

RFP 2015-09, RESTORE ACT CONSULTING SERVICES

CONSULTANT SERVICES AUTHORIZATION # ____

To the Consulting Contract by and between

And

Wakulla County, Florida

A. SCOPE OF SERVICES

[INSERT]

B. PAYMENT

[INSERT]

C. PAYMENT AND PERFORMANCE SCHEDULE

[INSERT]

D. NOTICE/PROJECT MANAGER OF CONSULTANT

[INSERT]

The approval of the Consultant Services Authorization constitutes Notice to Proceed to the Consultant.

IN WITNESS WHEREOF, the parties hereto have executed this CSA on _____, 20____.

Attest:

**WAKULLA COUNTY, a political subdivision
of the State of Florida**

CLERK OF THE COURT

By: _____
BRENT X. THURMOND

By: _____
Chairman, Board of County Commissioners

Date Approved by the Board: _____

Review as to form:

County Attorney's Office

Date _____

Attest:

_____ a _____ Corporation

By: _____
Corporate Secretary or Designee

[Print Name]

DATE: _____

SEAL

RFP 2015-09
RESTORE Act Professional Consulting Services

APPENDICES

APPENDIX A: PROPOSAL TRANSMITTAL FORM (TO BE ON PROPOSER'S LETTERHEAD)

The Board of County Commissioners, Wakulla County, reserves the right to accept or reject any and/or all proposals in the best interest of Wakulla County.

RALPH THOMAS
Chairman

This Proposal in response to RFP 2015-09, is submitted by the below named firm/individual by the undersigned authorized representative.

(Firm Name)

BY _____
(Authorized Representative)

(Printed or Typed Name)

ADDRESS _____

TELEPHONE _____

E-MAIL _____

FEID # _____

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated _____ Initials _____

Addendum #2 dated _____ Initials _____

Addendum #3 dated _____ Initials _____

APPENDIX B: CHECKLIST OF REQUIRED FORMS, DOCUMENTS AND CERTIFICATIONS:

Please submit the items on the following list and any other items required by any section of this RFQ. The checklist is provided as a courtesy and may not be inclusive of all items required within this RFQ:

- _____ A. Completed Proposal Response Cover Sheet with Signature (Appendix A)

- _____ B. Checklist of Required Forms, Documents, Certifications (Appendix B)

- _____ C. FORMS (Appendix C)
 - _____ 1. Indemnification and Hold Harmless
 - _____ 2. Public Entity Crimes Sworn Statement
 - _____ 3. Equal Employment Opportunity/Affirmative Action Statement
 - _____ 4. Drug Free Workplace Certification
 - _____ 5. Disclosure Statement, Conflicts of Interest Disclosure
 - _____ 6. Non-Collusion Affidavit
 - _____ 7. Ethics Clause Certification
 - _____ 8. List of Proposed Subcontractors and Services to be Performed
 - _____ 9. Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions
 - _____ 10. E-Verify Compliance Certification
 - _____ 11. Required Policy Endorsements and Documentation (Insurance Verification)
 - _____ 12. References/Conflicts
 - _____ 13. Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements
 - _____ 14. Disclosure of Lobbying Activities (US SF LLL and Instructions)

**APPENDIX C-1
INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless COUNTY, its offices and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this CONTRACT.

Signed: _____

Name: _____

Title: _____

Firm: _____

Address: _____

APPENDIX C-2
**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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 Wakulla County Board of County Commissioners

By : _____
[Print individual's name and title]

for _____
[Print name of entity submitting sworn statement]

Whose business address is:

and (if applicable) its Federal Employer Identification Number (FEIN) is . _____

(If the entity has no FEIN, include the 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)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of 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 a conviction of a public entity crime, with or without an 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, non-jury 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 a 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

RFP No. 2015-09: RESTORE Act Professional Consulting Services

APPENDICES

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, directors, 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 relation to the entity submitting this sworn statement. [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 management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ 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 management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ 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 management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However there has been a subsequent proceeding before a hearing a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted contractor list. [Attach 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 THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. 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)

Sworn to and subscribed before me this _____ day of, 2010.

Personally known _____ OR Produced identification _____
(Type of identification)

NOTARY PUBLIC

Notary Public - State of _____

My commission expires: _____

Printed, typed,
or stamped commissioned name of notary public

**APPENDIX C-3
EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT**

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: _____

Name: _____

Title: _____

Firm: _____

Address: _____

**APPENDIX C-4
DRUG FREE WORKPLACE CERTIFICATION**

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

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under this solicitation a copy of the statement specified in subsection (1) above.
- 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 this solicitation, the employee will abide by the terms of the statement and will notify the employee 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 work place 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.

VENDOR _____ TITLE _____

AUTHORIZED SIGNATURE _____ DATE _____

**APPENDIX C-5
DISCLOSURE STATEMENT
CONFLICT OF INTEREST DISCLOSURE**

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Respondents must disclose with their proposals whether any officer, director, employee or agent is also an officer or an employee of the Wakulla County Board of County Commissioners. All firms must disclose the name of any county officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches or affiliates. All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of the Board, or other person, who has received or will receive compensation of any kind, or who has registered or is required to register under Section 112.3215, Florida Statutes, in seeking to influence the actions of the Board in Connection with this procurement.

Names of Officer, Director, Employee or Agent that is also an Officer or Employee of Wakulla County:

Name of an State Officer or Employee that owns 5% or more in Respondent's firm:

Name

Company

Date

**APPENDIX C-6
NON-COLLUSION AFFIDAVIT**

The undersigned being first duly sworn as provided by law, deposes and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with the Board of County Commissioners, Wakulla County, Florida and that it will be relied upon by said County, in any consideration which may give to and any action it may take with respect to this Proposal.

2. The undersigned is authorized to make this Affidavit on behalf of,

(Name of Corporation, Partnership, Individual, etc.)

a, _____ formed under the laws of _____

(Type of Business)

(State or Province)

of which he is . _____.

(Sole partner, president, etc.)

3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the County, also that no head of any department or employee therein, or any officer of Wakulla County, Florida is directly interested therein.

4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

AFFIANT'S NAME

AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this _____ day of 20__.

Personally Known _____ or Produced Identification _____

Type of Identification _____

Notary Public

(Print, Type or Stamp Commissioned Name of Notary Public)

**APPENDIX C-7
ETHICS CLAUSE**

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

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 any 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.

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.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Signature

Date

Name of Authorized Individual

Name of Company/Organization

Address of Company/Organization

**APPENDIX C-8
LIST OF PROPOSED CONTRACTORS AND SERVICES TO BE PERFORMED**

Subcontract 1 Name: City/State/Zip Services to Perform and Percentage:
Subcontract 2 Name: City/State/Zip Services to Perform and Percentage:
Subcontract 3 Name: City/State/Zip Services to Perform and Percentage:
Subcontract 5 Name: City/State/Zip Services to Perform and Percentage:
Subcontract 6 Name: City/State/Zip Services to Perform and Percentage:
Subcontract 7 Name: City/State/Zip Services to Perform and Percentage:

**APPENDIX C-9
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature

Title

Contractor/Firm

Address

**APPENDIX C-10
E-VERIFY COMPLIANCE CERTIFICATION**

In accordance with the Governor of Florida’s Executive Order 11-116, the Proposer hereby certifies that the U.S. Department of Homeland Security’s E-Verify system will be used to verify the employment eligibility of all new employees hired by the Contractor during the Contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term; and shall provide documentation of such verification to the COUNTY upon request.

As the person authorized to sign this state, I certify that this firm complies/will comply fully with this RFQ regarding e-Verify Compliance.

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

**APPENDIX C-12
REFERENCE AND CONFLICTS FORM**

Proposer Name: _____

Proposers are required to submit with their Proposals references and conflicts in accordance with the RFP, with which they have provided similar services as requested in this solicitation. Vendors shall use this form to provide the required reference information. The BoCC/COUNTY reserves the right to contact any and all references in the course of this RFQ and make a responsibility determination, not subject to review or challenge.

REFERENCES

FORMER CLIENTS and Project Description	
Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

RFP No. 2015-09: RESTORE Act Professional Consulting Services

APPENDICES

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

CONFLICTS, IF APPLICABLE

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work/Conflict:	
Service Dates:	

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work/Conflict:	
Service Dates:	

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work/Conflict:	
Service Dates:	

NOTE: Place list of Government Contract, requested per the RFP Section 7.3.2, TAB 6, behind this form

Authorized Signature: _____

Name: _____

Title: _____

**APPENDIX 13. CERTIFICATION REGARDING LOBBYING FOR
CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENT**

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Signature/Authorized Certifying Official

Date

Typed Name and Title

Appendix 14. DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> : Congressional District, if known: _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____	
6. Federal Department/Agency: _____	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> _____	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.