

WAKULLA COUNTY
BOARD OF COUNTY COMMISSIONERS



**INTENT AND GENERAL
INFORMATION**

**REQUEST FOR QUALIFICATIONS NO: 2022-16
PROFESSIONAL ENGINEERING SERVICES
WAKULLA GARDENS PHASE VII**

PROPOSAL ADVERTISE DATE: JUNE 23, 2022

PROPOSAL RELEASE DATE: JUNE 23, 2022

RESPONSE DUE DATE AND TIME: JULY 25, 2022 @ 4:00 PM EST

EXPRESS MAIL SERVICE OR HAND DELIVER RESPONSE TO:

Wakulla County Board of County Commissioners

ATTN: RFQ 2022-16

3093 Crawfordville Highway

Crawfordville, FL 32327

Contact:

PROCUREMENT OFFICE

Michelle Metcalf

3093 Crawfordville Highway

Crawfordville, FL 32327

850-926-0919

mmetcalf@mywakulla.com

TABLE CONTENTS

INTENT AND GENERAL INFORMATION

SECTION 1.0 SCHEDULE OF EVENTS

SECTION 2.0 PROPOSAL QUESTIONS

SECTION 3.0 SCOPE OF WORK

SECTION 4.0 RECEIPT AND OPENING OF THE PROPOSAL

SECTION 5.0 CONE OF SILENCE

SECTION 6.0 PROPOSAL RESPONSE REQUIREMENTS

SECTION 7.0 EVALUATION OF PROPOSALS AND SELECTION PROCESS

SECTION 8.0 INTENT TO AWARD AND CONTRACT EXECUTION

SECTION 9.0 STANDARD TERMS AND CONDITIONS (STAC)

APPENDICES:

- A. Legal Advertisement
- B. Draft Agreement

INTENT AND GENERAL INFORMATION

In accordance with section 287.055, Florida Statutes, known as the Consultants Competitive Negotiation Act (CCNA), the Wakulla County, Florida, Board of County Commissioners (the “County”) Request for Qualifications (RFQ) **2022-16** is seeking Proposals from qualifying consulting firms (the “Proposer”) to provide professional engineering services for planning, design, permitting, engineering and construction engineering inspection services of the sewer lines, pumps, valves, and other infrastructure required to connect approximately 40 households in the Wakulla Gardens Phase VII currently served by onsite sewage treatment and disposals systems to Wakulla County's central sewer system. The scope of this project includes the proper abandonment of existing septic systems and the connection facilities for those households to be connected to the County's central wastewater system.

Interested firms and individuals who are currently under contract with Wakulla County pursuant to RFQ 2017-26 Continuing Professional Consulting Services, who are interested must submit a Proposal at this time.

It is the intent of this RFQ to enter into a Contract with the successful Respondent to begin upon approval of the Board of County Commissioners and the issuance of a Notice to Proceed (NTP), for the Work.

Funding for the project may be made possible through a federal grant and is contingent on strict conformance to the guidelines. Respondents will comply with **Exhibit C of Appendix B**, Federal Provisions Applicable to Contractor/Consultant. If a Respondent cannot adhere to or objects to any of the applicable federal requirements, Respondent’s proposal may be deemed by the County as unresponsive.

If this RFQ is amended, the County Procurement Office will issue an appropriate addendum to the RFQ. Any addendums will be posted on the County Website. If an addendum is issued, all terms and conditions of this RFQ that are not specifically modified in the addendum shall remain unchanged. An addendum to this RFQ will be issued if any of the date and/or time change, unless the date(s) fall after the date the RFQ Proposal(s) are due. Specific dates/time will be determined at each phase.

It is understood and the Respondent 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 RFQ. Failure by the Respondent 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. Proposers are expected to examine the specifications and all instructions pertaining to the required commodities/services. Failure to do so will be at Respondent’s risk.

The County reserves the right to reject any Proposal found to be non-responsive, vague, or non-conforming. The County also reserves the right at any time to withdraw all or part of this RFQ in order to protect its best interests. The County is not liable for any costs incurred by the Respondent

RFQ 2022-16 PROFESSIONAL ENGINEERING SERVICES – WAKULLA GARDENS PHASE VII
INTENT AND GENERAL INFORMATION

in preparing its response, nor is a response an offer to contract with any Respondent. Pursuant to Chapter 119, Florida Statutes (FS), all responses are subject to Florida’s public records laws.

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

The RFQ 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 RFQ should be submitted in writing in accordance with the RFQ instructions set forth in Section 1.0 of the RFQ.

SECTION 1.0 SCHEDULE OF EVENTS

Failure to comply with this or any other paragraph of this RFQ shall be sufficient reason for rejection of the Proposal.

All times listed in the Schedule of Events are Eastern Standard Time (EST).

<i>Event</i>	<i>Date/Time</i>
Proposal Advertisement Date	June 23, 2022
Release of Request for Proposals	June 23, 2022
Questions Due from Prospective Respondent	July 13, 2022
Responses to questions due	July 19, 2022
PROPOSALS DUE TO BOCC	July 25, 2022 @ 4:00 P.M.
Oral Presentations (if needed)	August 8 – August 10, 2022
Posting of Selection Committee Rankings	August 17, 2022
Board Consideration of Selection Committee Rankings and Authorization to Enter Into Negotiations	September 6, 2022
Posting of Intended Award	September 7, 2022
Board Consideration of Intended Award	October 3, 2022
Posting of Notice of Award	October 4, 2022

SECTION 2.0 PROPOSAL QUESTIONS

2.1 All inquiries and questions concerning this RFQ, must be in writing (e-mail is acceptable), received in accordance with Section 1.0 Schedule of Events, and must be directed to: Michelle Metcalf, Director Intergovernmental Affairs, mmetcalf@mywakulla.com or mailed to 3093 Crawfordville Highway, Crawfordville, FL 32327.

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

SECTION 3.0 SCOPE OF WORK

3.1 This project will provide professional engineering services for planning, design, permitting, engineering and construction engineering inspection services of the sewer lines, pumps, valves, and other infrastructure required to connect approximately 40 households in the Wakulla Gardens Phase VII currently served by onsite sewage treatment and disposals systems to Wakulla County's central sewer system. The scope of this project includes the proper abandonment of existing septic systems and the connection facilities for those households to be connected to the County's central wastewater system.

This project is currently funded by the Federal 2021 American Rescue Plan Act; therefore, this RFQ and subsequent contract is subject to **Exhibit C of Appendix B**, Federal Contract Provisions.

SECTION 4.0 RECEIPT AND OPENING OF THE PROPOSAL

- 4.1 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 Respondent. The County will in no way be responsible for delays in mail delivery or delays caused for any other occurrence.
- 4.2 Submission of Proposals by fax or other electronic means will not be accepted. Late Proposals will not be accepted, i.e., any Proposal submitted/received after **4:00 P.M. on July 25, 2022**, unless otherwise changed through the issuance of an addendum to this RFQ.
- 4.3 Any Proposals received after the stated time and date will not be considered. Late Proposals shall not be opened at the public opening. Arrangements may be made for the unopened Proposal to be returned at the Respondent's request and expense.
- 4.4 A Proposal may be withdrawn or modified only by written notification from the Respondent prior to the time fixed for the opening of Proposals. Negligence on the part of the Respondent in preparing the Proposal confers no right for withdrawal of the Proposal after it has been opened
- 4.5 All Proposals will be opened on the date and time indicated in Section 1.0, Schedule of Events (i.e., date Proposals are due) or as modified by addendum.
- 4.6 Pricing shall be valid for a period of **ninety (90)** days from opening or Proposal or until award is made, whichever occurs first.

SECTION 5.0 CONE OF SILENCE

- 5.1. This solicitation falls under the Wakulla County Procurement Ordinance 2015-2, Article VI. A Cone of Silence will be in effect for this RFP beginning with the advertisement date of **June 23, 2022** and will terminate upon issuance of Notice of Award. A violation of the "Cone of Silence" renders any award voidable at the sole discretion of the County Administrator with approval from the Board of County Commissioners and may subject the potential Respondent/Consultant or representative to debarment.
- 2.1 A prospective Respondent shall not have any communication with any of the Board of County Commissioners nor candidates for County Commission, nor any employees from

RFQ 2022-16 PROFESSIONAL ENGINEERING SERVICES – WAKULLA GARDENS PHASE VII
INTENT AND GENERAL INFORMATION

the Wakulla County Government, which includes the Wakulla County Sheriff's Office, nor any members of the Evaluation Committee, either individually or collectively, concerning this project. Contractor/Respondent or representative who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on formal notice that they are not to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County. Any such lobbying activities may cause immediate disqualification for this project.

- 5.4 All requests for interpretations or clarifications shall be in writing, addressed to the contact person as shown in Section 2.0, Proposal Questions. All such request for interpretations or clarifications must be received in writing in accordance with Section 1.0, 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 1.0, Schedule of Events. Such written addenda shall be binding on the Respondent and shall become a part of the RFQ Document(s).
- 5.5 The Cone of Silence shall not apply to:
- a) Communications at the pre-Proposal meeting.
 - b) Communications during contract negotiations between designated County employees and the intended Vendor.
 - c) Communication with a Vendor by a Procurement Department employee following Competitive Procurement opening to clarify the Vendor's Response.
 - d) Communication following the filing of a challenge to a Competitive Procurement between the protesting Vendor or the selected Vendor and the Procurement Department, County Administrator's Office, and County Attorney's Office concerning the challenge.

SECTION 6.0 PROPOSAL RESPONSE REQUIREMENTS

- 6.1 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 RFQ indicates a mandatory requirement or condition. The words "should" or "may" in this RFQ 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.
- 6.2 Proposals not meeting all material requirements of this request, or which fail to provide all required information, documents, or materials such as required forms, bonds, etc., will be rejected as non-responsive. Material requirements of the Proposal 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.
- 6.3 The County reserves the right to determine which Proposals meet the material requirements of the RFQ and which Proposals are responsible and/or responsive. Further, the Board of County Commissioners may reject any and all Proposals and seek new Proposals when it is in the best interest of the County to do so.

RFQ 2022-16 PROFESSIONAL ENGINEERING SERVICES – WAKULLA GARDENS PHASE VII
INTENT AND GENERAL INFORMATION

- 6.4 A Proposal by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be provided on the Proposal Form, for a Proposal by a/an:
- a. Partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be provided on the Proposal Form.
 - b. Limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
 - c. Individual shall show the Respondent's name and business address.
 - d. Proposal by a joint venture shall be executed by each joint venture member in the manner indicated on the Proposal form. The official address of the joint venture must be provided on the Proposal Form.
- 6.5 All names shall be printed in ink below the signatures.
- 6.6 The Proposal shall contain an acknowledgment of receipt of all Addenda, the numbers and dates of which shall be filled in on the Proposal form.
- 6.7 The postal and email addresses and telephone number for communication regarding the Proposal shall be shown.
- 6.8 A Respondent seeking to do business with the County shall, at the time of submitting a Proposal, be appropriately registered with the Department of State in accordance with the provisions of Chapters 605, 607, 617, or 620 Florida Statutes, as applicable. For further information on required filing and forms, please go to the following sites: <http://sunbiz.org/index.html> or <https://www.dos.myflorida.com/>.
- The Proposal shall contain evidence of Respondent's authority and qualification to do business in the state or locality where the Project is located, or Respondent shall covenant in writing to obtain such qualification prior to award of the Contract and attach such covenant to the Proposal. Respondent's state contractor license number, if any, shall also be shown on the Proposal Transmittal Form (Proposal Form 1).
- 6.9 The Proposal should address the requirements in a clear and concise manner in the order stated herein.
- 6.10 Proposals must include the information/documents specified in the Proposal Forms, 1 thru 15. Proposals that do not adhere to the format or include the requested

RFQ 2022-16 PROFESSIONAL ENGINEERING SERVICES – WAKULLA GARDENS PHASE VII
INTENT AND GENERAL INFORMATION

information/documents may be considered incomplete and therefore unresponsive by the County.

- 6.11 The County reserves the right to seek additional/supplemental representation on specific issues as needed.
- 6.12 Proposals should be typed or clearly written. No changes in or corrections to Proposals will be allowed after the Proposals are opened.
- 6.13 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 Respondent.
- 6.14 The County shall not be liable for any costs incurred by Respondent prior to entering into a contract. Therefore, all Proposers are encouraged to provide a simple, straightforward, and concise description of their ability to meet the RFQ requirements.

SECTION 7.0 EVALUATION OF PROPOSALS AND SELECTION PROCESS

- 7.1 Proposals submitted to this RFQ that satisfy the required qualifications and are deemed to be submitted by responsive and responsible Proposers shall be ranked by a Selection Committee authorized by the County Administrator.
- 7.2 The County reserves the right to reject any or all Proposals, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Proposals. The County further reserves the right to reject the Proposal of any Proposer whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The County also reserves the right to waive all informalities not involving price, time or changes in the Services and to negotiate contract terms with the Successful Proposer.
- 7.3 More than one Proposal for the same Services from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Proposer has an interest in more than one Proposal for the Services may be cause for disqualification of the Proposer and the rejection of all Proposals in which that Proposer has an interest.
- 7.4 The County may conduct such investigation as it deems necessary to establish the responsibility, qualifications, and financial ability of Proposers, proposed subcontractors, suppliers, individuals, or entities to perform the Services in accordance with the Contract document.
- 7.5 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 RFQ. The County reserves the right to award to more than one Proposer.

RFQ 2022-16 PROFESSIONAL ENGINEERING SERVICES – WAKULLA GARDENS PHASE VII
INTENT AND GENERAL INFORMATION

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

CRITERIA	Score
1. Experience with Similar Projects	20
2. Qualifications of Firm and Key Staff	20
3. References on Recent Projects	10
4. Availability of Workload and Willingness to Meet Time Requirements	20
5. Project Approach	20
6. Oral Presentation	10
TOTAL POSSIBLE POINTS	100

- 7.7 Proposers may be selected for interviews or oral presentations (shortlisted). The County makes no commitment to any Proposer to this RFQ beyond consideration of the written response to this RFQ. 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.
- 7.8 The Proposals 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.
- 7.9 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 8.0 INTENT TO AWARD AND CONTRACT EXECUTION

- 8.1 The County reserves the right to incorporate the successful Proposal into the Contract. Failure of a Respondent to accept this obligation may result in the cancellation of the award. The Contract document and its exhibits are included as Appendix B, which is attached hereto and incorporated herein by reference.
- 8.2 The construction, interpretation, and performance of this RFQ, 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 RFQ, any addenda, response, and the County's contract issued as a result of this RFQ.
- 8.3 The County reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof. The County reserves the right to reject any and all Proposals or to waive any minor irregularity or technicality in the Proposals received. Award will be made to the lowest responsible and responsive Respondent(s) within the category chosen for basis of award. The County reserves the right to award to one or multiple Proposers at its discretion.
- 8.4 The Successful Respondent will be required to assume responsibility for all services offered in the Proposal. The County will consider the Successful Respondent to be the sole point of contact with regard to contractual matters, including payment on any or all charges.

- 8.5 After successful posting of the award for 72 hours, the Successful Respondent will be required to enter into the Contract with the County.

SECTION 9.0 STANDARD TERMS AND CONDITIONS (STAC)

- 9.1 Definitions
- 9.2 Florida Public Records Law and Confidentiality
- 9.3 Procurement Challenges
- 9.4 Construction and Venue
- 9.5 Contract
- 9.6 Insurance Requirements and Bond Requirements

9.1 Definitions

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

Award means the determination of a successful Respondent(s) in response to this RFQ, resulting in an offer of a Contract to perform the services pursuant to the RFQ and their Proposal.

Proposal Bond means an insurance agreement in which a third party agrees to be liable to pay a certain amount of money in the event that a selected vendor fails to accept the contract as Proposal. A Proposal bond/deposit is required for this Proposal and shall be for 5% of the amount of the Proposal.

Respondent means any firm, individual or organization submitting a Proposal in response to this RFQ.

Cone of Silence is the prohibition of any communication between a Vendor and a County officer, employee, or agent regarding a pending Competitive Procurement, except for such communications at a duly noticed Pre-Proposal Conference or oral presentation, or with the County's designated representative noted in the Competitive Procurement documents.

Contract means the legally enforceable document agreed to and signed by the County and successful Respondent(s) (collectively referred to as the "Parties"), a draft Contract is attached hereto as Appendix D and incorporated herein.

County means the Wakulla Board of County Commissioners (BOCC) and its employees.

RFQ means this document, its attachments and any document hereinafter incorporated by reference.

Local Business means a business that has a current business tax receipt issued by Wakulla County, if required, and has its principal office located within Wakulla County currently and for the six (6) month period immediately preceding submission of a response to a Competitive Procurement.

Notice to Proceed (NTP) Authorization/letter that will inform the Contractor of the date that Contractor can start work. NTP start date will be calculated Fifteen (15) calendar days from the date of the Notice to Award.

Successful Respondent means a Respondent who is Awarded a Contract as result of the Proposal submitted in response to this RFQ.

Payment Bond means a bond which assures that the subcontractors, laborers, and material suppliers will receive payment for the services and products used to fulfill the contract and is due Fifteen (15) days after execution of Contract by the Board of County Commissioners for Wakulla County.

Performance Bond means a bond to assure satisfactory performance of the terms of the contract and is due Fifteen (15) days after execution of Contract by the Board of County Commissioners for Wakulla County

Work or SOW means the scope of work and/or services.

9.2 Florida Public Records Law and Confidentiality

- 9.2.1. By submitting a Proposal in response to this RFQ, a Respondent acknowledges that the County is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Respondent 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.
- 9.2.2 Should the Respondent 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 Respondent 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 Respondent 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 Respondent 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.
- 9.2.3 Should any person request to examine or copy any material so designated and provided the affected Respondent has otherwise fully complied with this provision, the County, in reliance on the representations of the Respondent, 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 Respondent of that request, and the Respondent shall reply to such notification, in writing that must be received by the County no later than 4:00 p.m., EST, of the County business day following Respondent’s receipt of such notification, either permitting or refusing to permit such disclosure or copying.
- 9.2.4 Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the Respondent refuses to permit disclosure or copying, the Respondent 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 Respondent is not initially named as a party, the Respondent 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 Respondent in response to this RFQ and shall constitute the County's sole obligation with regard to maintaining confidentiality of any document, material, or information submitted to the County.

9.3 Procurement Challenges

Any Respondent who desires to formally protest shall follow the procedures outlined in the Wakulla County Code of Ordinances, Chapter 2 –Administration, Article 6 – Section 2.255(f) – Competitive Procurements, which is incorporated by reference.

9.4 Construction and Venue

The validity, construction, and effect of this RFQ and subsequent Contract shall be governed by the Laws of the State of Florida. The provisions of the RFQ, Successful Respondent's Proposal and subsequent Contract shall be complied with by the Parties, but only to the extent they are consistent with applicable law and the Contract. In the event of an inconsistency, the Order of Precedence shall be followed:

- a. Laws of Florida and Contract
- b. RFQ and all of its addendums and attachments
- c. Successful firm's Proposal

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

9.5 Contract

9.5.1 The Successful Respondent will be required to enter into the Contract with the County and will be required to perform the Work in accordance with the Contract terms and conditions. The Draft Contract is attached hereto as Appendix B and incorporated herein by reference.

9.5.2 Any exceptions to the proposed Contract must be noted in Proposal Form 15. The County is under no obligation to modify the proposed Contract to conform to the Successful Respondent's Contract exceptions. Contingent Proposals will not be accepted. If acceptance of the Contract Award is contingent on an exception and modification to the Contract, the Respondent must provide this information to the County at the time of submission of Proposal questions, as outlined in the Schedule of Events in order to obtain a determination from the County regarding the proposed exception. If a Respondent's exception and modification are rejected by the County during the Proposal question portion of the Proposal process and the Respondent later submits a Proposal, Respondent shall be deemed to have accepted this Contract provision.

9.6 Insurance Requirements

9.6.1 Insurance Verification Requirements – See Appendix B, Article 14.

Insurance shall be underwritten by insurers having a Best's Rating of A and Financial Size Category of VIII or higher, or by such other insurers as shall be acceptable to the Company in its sole discretion. In addition, a certificate of the issuance of each such insurance policy shall be delivered to the County prior to the commencement of performance of any Work. Such certificate shall contain an agreement by the insurance company issuing the policy that the policy

will not be canceled, terminated, or modified without thirty (30) days' prior written notice to the County. At least two weeks prior to the expiration of the original policy or any renewal thereof, a new certificate of the renewal of such insurance shall be delivered to the County.

9.6.2 Bond Requirements – Performance and Payment Bonds

A Performance and Payment Bond issued in a sum equal to **one-hundred (100%) percent of the total awarded Contract amount** by a surety company considered satisfactory by the County and otherwise authorized to transact business in the State of Florida will be required from the successful Respondent for purposes of insuring the faithful performance of the obligations imposed by the resulting Proposal and for purposes of protecting the County from lawsuits for non-payment of debts as might be incurred during the successful Respondent's performance under such Contract. When applicable, the performance and payment bond form will be included in the Contract Documents and said form must be properly executed by the surety company and successful Respondent within fifteen (15) calendar days after notification by the County of the County's intent to award the Contract.

If, within fifteen (15) calendar days after notification by the County of the County's intent to award a Contract, the successful Respondent refuses or otherwise neglects to execute the required written Contract or fails to furnish the required Performance and Payment Bond, the amount of the Respondent's Proposal security (check or Proposal Bond) shall be forfeited and the same shall be retained by the County. **No plea of mistake in the Proposal or misunderstanding of the conditions of forfeiture shall be available to the Respondent for the recovery of his/her/its Proposal security or as a defense to any action based upon the neglect or refusal to execute a written Contract Agreement.**

9.6.3 Non-Appropriation of Funds

In the event no funds or insufficient funds are appropriated and budgeted by the County or are otherwise unavailable for fulfilling the requirements of the Contract, the obligations of the County shall terminate on the last day of the fiscal period for which appropriations are received, without penalty or expense to the County of any kind whatsoever. County will immediately notify the Contractor or its assignee of such occurrence. In the event of such termination, the County agrees to peaceably surrender possession of the equipment to the Contractor or its assignee on the date of such termination to the extent that such equipment has not been paid for by the County. The Contractor will be responsible for packing all equipment and any freight charges.

The County will not cancel if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the equipment or other equipment performing similar functions for the current fiscal period in which the termination occurs or the next succeeding fiscal period thereafter and that it will not, during the funding period, give priority to other functionally similar equipment or services.

The Contractor shall covenant and agree to indemnify and hold County harmless against any loss, damage liability, cost, penalty or expense, including attorney's fees, which it is not otherwise agreed to by the County in the equipment Contract and which is incurred and arises upon a failure of the County to appropriate funds in the manner described herein for a continuation of the Contract or exercise of the option to purchase the equipment.

**RFQ 2022-16 Professional Engineering Services – Wakulla Gardens Phase VII
Appendix A Legal Ad**



LEGAL ADVERTISEMENT

WAKULLA COUNTY BOARD OF COUNTY COMMISSIONERS

**REQUEST FOR QUALIFICATIONS (RFQ) 2022-16
PROFESSIONAL ENGINEERING SERVICES
WAKULLA GARDENS PHASE VII**

ADVERTISEMENT BEGIN DATE: JUNE 23, 2022

RELEASE DATE: JUNE 23, 2022

RESPONSE DUE DATE AND TIME: JULY 25, 2022 @ 4:00 P.M. EST

Sealed proposals will be received at the office of the Board of County Commissioners, 3093 Crawfordville Highway, Crawfordville, FL 32327; until **4:00 P.M.**, Local Time, on **JULY 25, 2022** at which time the proposals will be opened and read aloud. Proposals received after said time will be returned unopened.

The principal feature of this procurement by the County is known as: **PROFESSIONAL ENGINEERING SERVICES**. The specifications of this procurement are stated in the **RFQ 2022-16**

The RFQ and any addenda issued will be posted to the County's Website at www.mywakulla.com or can be obtained by contacting the County Procurement Office at 850-926-0919 or mmetcalf@mywakulla.com.

A person or affiliate who has been placed on the convicted Respondent list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO (\$35,000) for a period of 36 months from the date of being placed on the convicted Respondent list.

The Wakulla County Board of County Commissioners reserves the right to waive informalities in any bid; reject any or all proposals, in whole or in part; re-bid a project, in whole or in part; and to accept a proposal that in its judgment is the lowest and best bid of a responsible bidder. In accepting

RFQ 2022-16 Professional Engineering Services – Wakulla Gardens Phase VII
Appendix A Legal Ad

a bid, Wakulla County may award a contract based only on the base bid, the base bid plus all alternates, or the base bid plus any alternates which Wakulla County selects -- with all decisions being made based upon what Wakulla County believes to be the best interests of its ratepayers, in the reasonable exercise of its discretion. Wakulla County further reserves the right to increase or decrease quantities as may be required to meet the needs of Wakulla County, at the unit price which was bid. Wakulla County does not discriminate on the basis of race, color, national origin, sex, religion, age, marital status and disability/handicapped status in employment or provision of service.

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) 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).

**RFQ 2022-16 Professional Engineering Services – Wakulla Gardens Phase VII
Appendix B**

**CONTRACT FOR PROFESSIONAL
CONSULTING SERVICES**

This Contract is made and entered into this _____ day of _____, 2022, by and between THE BOARD OF COUNTY COMMISSIONERS OF WAKULLA COUNTY, FLORIDA (“BOARD”), a political subdivision of the State of Florida, located at 3093 Crawfordville Highway, Crawfordville, Florida 32327, and _____ whose principal place of business is at _____ (the “Consultant”), whose Federal I.D. number is _____, in connection with Wakulla County Request for Qualifications No. 2022-16 and the professional services set forth therein.

W I T N E S S E T H

WHEREAS, the Board has pursued the professional services selection process contemplated under section 287.055, Florida Statutes; and

WHEREAS, after due review of the proposals, the Board selected a firm for professional consulting services; and

WHEREAS, Consultant is the firm selected; and

WHEREAS, Wakulla County (“County”) desires to obtain the professional consulting services of the Consultant through **RFQ 2022-16** for engineering services.

NOW, THEREFORE, in consideration of the mutual promises herein, the Board and the Consultant agree as follows:

**ARTICLE ONE
CONSULTANT’S RESPONSIBILITY**

1.1. Consultant shall provide to County professional engineering consulting services for the duration of the Contract.

1.2. The Basic Services required under this Contract to be performed by Consultant shall be those set forth in Article Two for identified County projects (“Project”).

1.3. The basis of compensation to be paid Consultant by the County for Services is set forth in Article Five and Exhibit A, “Basis of Compensation” which is attached hereto and incorporated herein.

1.4. The Consultant agrees to obtain and maintain throughout the period of this Contract all such licenses as are required to do business in the State of Florida, including, but not limited to, all licenses required by the respective state boards, and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the Consultant pursuant to this Contract.

**RFQ 2022-16 Professional Engineering Services – Wakulla Gardens Phase VII
Appendix B**

1.5. The Consultant agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ and/or retain only qualified personnel to provide such services.

1.6. Consultant agrees that the Project Manager for the term of this Contract shall be:

The Consultant agrees that the Project Manager shall devote whatever time is required to satisfactorily manage the services to be provided and performed by the Consultant hereunder. The person selected by the Consultant to serve as the Project Manager shall be subject to the prior approval and acceptance of the County, such approval or acceptance shall not be unreasonably withheld.

1.7 Consultant shall notify the County in the event of key personnel changes, which might affect this Agreement. 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: _____

1.8. Consultant agrees, within fourteen (14) calendar days of receipt of a written request from the County, to promptly remove and replace from the project team the Project Manager, or any other personnel employed or retained by the Consultant, or any subconsultants or subcontractors or any personnel of any such subconsultants or subcontractors engaged by the Consultant to provide and perform services or work pursuant to the requirements of this Contract, whom the County shall request in writing to be removed, which request may be made by the County with or without cause.

1.9. The Consultant has represented to the County that it has expertise in the type of professional services that will be required for the Project. The Consultant agrees that all services to be provided by Consultant pursuant to this Contract shall be subject to the County's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by Consultant hereunder. In the event of any conflicts in these requirements, the Consultant shall notify the County of such conflict and utilize its best professional judgment to advise County regarding resolution of the conflict. At the County's request, Consultant shall, at no additional cost to County, re-perform

**RFQ 2022-16 Professional Engineering Services – Wakulla Gardens Phase VII
Appendix B**

services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.

1.10. Consultant agrees not to divulge, furnish or make available to any third person, firm or organization, without County's prior written consent, or unless incident to the proper performance of the Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant hereunder, and Consultant shall require all of its employees, agents, subconsultants and subcontractors to comply with the provisions of this paragraph.

1.11. Evaluations of the County's adopted capital improvement budget, preliminary estimates of construction cost and detailed estimates of construction cost prepared by the Consultant represent the Consultant's best judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that bids or negotiated prices will not vary from any estimate of construction cost or evaluation prepared or agreed to by the Consultant. Notwithstanding anything above to the contrary, Consultant shall revise and modify Construction Documents and assist in the rebidding of the work at no additional cost to County, if all responsive and responsible bids exceed the estimates of construction costs prepared by Consultant.

1.12. Consultant shall not be responsible for means, methods, techniques, sequences or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors.

**ARTICLE TWO
BASIC AND ADDITIONAL SERVICES OF CONSULTANT**

As authorized or required by the County, Consultant shall furnish or obtain from others Basic Services of the types listed in this Article Two. These services will be paid for by the County as indicated in Article Five and Exhibit A. The following Section 2.1, is considered Basic Services and Section 2.2 is considered Additional Services:

2.1. Design Studies and Reports.

Consultant shall:

- a. Consult with County to define and clarify County's requirements for the Project and available data.
- b. Advise County as to the necessity of County obtaining from Consultant Additional Services described in Article Two of this Agreement, including, but not limited to probing, subsurface explorations, special permits, or other similar investigations.
- c. Identify, consult with, and analyze requirements of County to approve the portions of the Project designed or specified by Consultant, including but not limited to mitigating measures identified in the environmental assessment.

RFQ 2022-16 Professional Engineering Services – Wakulla Gardens Phase VII
Appendix B

- d. Identify and evaluate all reasonable alternate solutions available to County and, after consultation with County, recommend to County those solutions which in Consultant's judgment meet County's requirements for the Project.
- e. Prepare a preliminary Consulting Report (the "Report") which will, as appropriate, contain schematic layouts, sketches, operation and maintenance costs, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to County which Consultant recommends. For each recommended solution Consultant will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Consultant and its Consultants; and, on the basis of information furnished by County, a summary of allowances for other items and services included within the definition of Total Project Costs.
- f. Furnish three (3) review copies of the Report and any other deliverables to County within the timeframe established and review it with County.
- g. Revise the Report and any other deliverables in response to County's comments, as appropriate, and furnish three (3) copies of the revised Report and any other deliverables to the County within the timeframe established.

Consultant's services under the Study and Report Phase will be considered complete on the date when the revised Report and any other deliverables have been delivered to and accepted by County, as appropriate.

2.2. Additional Services.

If not otherwise included in the Basic Services outlined in Sections 2.1 Consultant shall furnish the following additional services:

- a. Preparation of applications and supporting documents (except those already to be furnished under this Contract) for private or governmental grants, loans, bond issues or advances in connection with the Project.
- b. Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, County's schedule or character of construction; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to and not reasonably anticipated prior to the preparation of such studies, reports or documents, or are due to any other causes beyond Consultant's control.
- c. Preparation and submission of information to and necessary consultations with the local Transportation Department, Florida Department of Environmental Protection, Florida Department of Transportation, regional water management districts, U.S. Army Corps of

**RFQ 2022-16 Professional Engineering Services – Wakulla Gardens Phase VII
Appendix B**

Engineers or other appropriate regulatory agencies, in order to obtain necessary permits or approvals for construction of the Project, unless such permits are expressly included in Basic Services to be performed by Consultant hereunder as set forth in the Work Authorization issued hereunder.

- d. Providing renderings or models for County's use.
- e. Investigations and studies involving detailed consideration of operations, maintenance and overhead expenses; cash flow and economic evaluations, rate schedules and appraisals; and evaluating processes available for licensing and assisting County in obtaining process licensing.
- f. Furnishing services of independent professional associates and consultants for other than the contract services to be provided by Consultant hereunder.
- g. Services during out-of-town travel required of Consultant and directed by County, other than visits to the Project site or County's office.
- h. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services, except as otherwise provided for herein.
- i. Providing any type of property surveys, aerial photography or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable contractors to proceed with their work and providing other special field surveys.
- j. Preparation of operating, maintenance and staffing manuals, except as otherwise provided for herein.
- k. Preparing to serve or serving as a consultant or witness for County in any litigation, or other legal or administrative proceeding, involving the Project (except for assistance in consultations which are included as part of the Basic Services to be provided herein).
- l. Additional services rendered by Consultants in connection with a Project, not otherwise provided for in this Contract or not customarily furnished in accordance with generally accepted engineering practice.

**ARTICLE THREE
COUNTY'S RESPONSIBILITIES**

3.1. The County shall designate in writing a representative to act as County's representative with respect to the services to be rendered under this Contract (hereinafter referred to as the "County's Representative"). The County's Representative shall have authority to transmit instructions, receive information, interpret and define County's policies and decisions with respect to Consultant's services for the Project. However, the County's Representative is not authorized to

RFQ 2022-16 Professional Engineering Services – Wakulla Gardens Phase VII
Appendix B

issue any verbal or written orders or instructions to the Consultant that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

- a. The scope of services to be provided and performed by the Consultant hereunder;
 - b. The time the Consultant is obligated to commence and complete all such services;
- or
- c. The amount of compensation the County is obligated or committed to pay the Consultant.

3.2. The County's Representative shall:

- a. Review and make appropriate recommendations on all requests submitted by the Consultant for payment for services and work provided and performed in accordance with this Contract;
- b. Provide all criteria and information requested by Consultant as to County's requirements, for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations;
- c. Upon request from Consultant, assist Consultant by placing at Consultant's disposal all available information in the County's possession pertinent to the Project, including existing drawings, specifications, shop drawings, product literature, previous reports and any other data relative to design or construction of the Project;
- d. Arrange for access to and make all provisions for Consultant to enter the Project site to perform the services to be provided by Consultant under this Contract; and
- e. Provide notice to Consultant of any deficiencies or defects discovered by the County with respect to the services to be rendered by Consultant hereunder.

3.3. Consultant acknowledges that access to the Project Site, to be arranged by County for Consultant, may be provided during times that are not the normal business hours of the Consultant.

3.4. County shall be responsible for the acquisition of all easements, property sites, rights-of-way, or other property rights required for the Project and for the costs thereof, including the costs of any required land surveys in connection with such acquisition.

3.5. For the purposes of this Contract, the County's Representative shall be:

Brandy King, Fiscal Operations Director

3093 Crawfordville Highway, Crawfordville, FL 32327

**RFQ 2022-16 Professional Engineering Services – Wakulla Gardens Phase VII
Appendix B**

**ARTICLE FOUR
TERM AND TIME**

4.1 The term of this Agreement shall commence on _____ and continue until _____, 2022 unless otherwise terminated as provided herein. At the County's sole discretion, the term of this Agreement may be extended for an additional three (3) one (1) year terms under the same terms and conditions as provided herein.

4.2 Services to be rendered by Consultant shall be commenced subsequent to the execution of written Notice to Proceed from County for all or any designated portion of the Project and shall be performed and completed in accordance with the Project Schedule.

4.3 Should Consultant be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of Consultant, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the County, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then Consultant shall notify County in writing within five (5) working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Consultant may have had to request a time extension.

4.4 No interruption, interference, inefficiency, suspension or delay in the commencement or progress of Consultant's services from any cause whatsoever, including those for which County may be responsible in whole or in part, shall relieve Consultant of its duty to perform or give rise to any right to damages or additional compensation from County. Consultant's sole remedy against County will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion. Provided, however, if through no fault or neglect of the Consultant, the services to be provided hereunder have not been completed within the schedule, the Consultant's compensation shall be equitably adjusted, with respect to those services that have not yet been performed, to reflect the incremental increase in costs experienced by Consultant.

4.5 Should the Consultant fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the County hereunder, the County at its sole discretion and option may withhold any and all payments due and owing to the Consultant until such time as the Consultant resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the County's satisfaction that the Consultant's performance is or will shortly be back on schedule.

**ARTICLE FIVE
COMPENSATION**

5.1 Compensation and the manner of payment of such compensation by the County for services rendered hereunder by Consultant shall be as prescribed in Exhibit A, entitled "Basis of Compensation," which is attached hereto and made a part hereof.

**RFQ 2022-16 Professional Engineering Services – Wakulla Gardens Phase VII
Appendix B**

5.2. The total amount to be paid by the County under this Contract for all services and materials, including "out of pocket" expenses and any approved subcontracts, shall not exceed the amount set forth in the Contract without prior approval of the Board. The Consultant shall notify the County's Representative in writing when 90% of an approved "not to exceed amount" has been reached.

5.3. Invoices received by the County from the Consultant pursuant to this Contract will be reviewed and approved in writing by the County's Representative, who shall indicate whether services have been rendered in conformity with the Contract, and then sent to the County clerk for processing payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid in accordance with the Florida Prompt Payment Act. In addition to detailed invoices, upon request of the County's Representative, Consultant will provide County with detailed periodic Status Reports on the project.

5.4. "Out-of-pocket" expenses shall be reimbursed in accordance with Florida law. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the County's Representative. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract.

5.5. 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 final invoice shall also certify that all services provided by Consultant have been performed in accordance with the Contract and all charges and costs have been invoiced to the County. Because this account will thereupon be closed, any and other further charges not included on this final invoice are waived by the Consultant. Acceptance of final payment by Consultant shall constitute a waiver of all claims and liens against County for additional payment.

5.6 Consultant acknowledges that the County, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement 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 agreement is contingent upon annual appropriation.

**ARTICLE SIX
WAIVER OF CLAIMS**

6.1. Consultant's acceptance of final payment shall constitute a full waiver of any and all claims related to the obligation of payment by it against County arising out of this Contract or otherwise related to the Project, except those previously made in writing and identified by Consultant as

**RFQ 2022-16 Professional Engineering Services – Wakulla Gardens Phase VII
Appendix B**

unsettled at the time of the final payment. Neither the acceptance of Consultant's services nor payment by County shall be deemed to be a waiver of any of County's rights against Consultant.

**ARTICLE SEVEN
TRUTH IN NEGOTIATION REPRESENTATIONS**

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

7.2. In accordance with provisions of Section 287.055(5)(a), Florida Statutes, the signature of this Contract by the Consultant shall also act as the execution of a truth in negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Consultant's most favored customer for the same or substantially similar service. Should the County determine that said rates and costs were significantly increased due to incomplete, noncurrent or inaccurate representation, then said rates and compensation provided for in this Contract shall be adjusted accordingly.

**ARTICLE EIGHT
TERMINATION OR SUSPENSION**

8.1. Consultant shall be considered in material default of this Contract and such default will be considered cause for County to terminate this Contract, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Contract within a reasonable time after issuance of the Notice(s) to Proceed, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by County pursuant to this Contract, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Consultant or by any of Consultant's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Contract, or (f) for any other just cause. The County may so terminate this Contract, in whole or in part, by giving the Consultant seven (7) calendar days' written notice.

8.2. If, after notice of termination of this Contract as provided for in paragraph 8.1 above, it is determined for any reason that Consultant was not, in default, or that its default was excusable, or that County otherwise was not entitled to the remedy against Consultant provided for in paragraph 8.1, then the notice of termination given pursuant to paragraph 8.1 shall be deemed to be the notice of termination provided for in paragraph 8.3 below and Consultant's remedies against County shall be the same as and limited to those afforded Consultant under paragraph 8.3 below.

**RFQ 2022-16 Professional Engineering Services – Wakulla Gardens Phase VII
Appendix B**

8.3. County shall have the right to terminate this Contract, in whole or in part, without cause upon seven (7) calendar days' written notice to Consultant. In the event of such termination for convenience, Consultant's recovery against County shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by Consultant that are directly attributable to the termination, but Consultant shall not be entitled to any other or further recovery against County, including, but not limited to, anticipated fees or profits on work not required to be performed.

8.4. Upon termination, the Consultant shall deliver to the County all original papers, records, documents, drawings, models, and other material set forth and described in this Contract.

8.5. The County shall have the power to suspend all or any portions of the services to be provided by Consultant hereunder upon giving Consultant two (2) calendar days prior written notice of such suspension. If all or any portion of the services to be rendered hereunder are so suspended, the Consultant's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in Article Four herein.

**ARTICLE NINE
PERSONNEL**

9.1. The Consultant is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Consultant's sole direction, supervision, and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant's relationship and the relationship of its employees to the County shall be that of an Independent Contractor and not as employees or agents of the County.

9.2. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the County, nor shall such personnel be entitled to any benefits of the County including, but not limited to, pension, health and workers' compensation benefits.

9.3. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

9.4. The Consultant warrants that all services shall be performed by skilled and competent personnel to professional standards applicable to firms of similar local and national reputation.

**RFQ 2022-16 Professional Engineering Services – Wakulla Gardens Phase VII
Appendix B**

**ARTICLE TEN
SUBCONTRACTING**

10.1. Consultant shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. 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 subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

**ARTICLE ELEVEN
FEDERAL AND STATE TAX**

11.1. The County is exempt from payment of Florida state sales and use taxes. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Consultant authorized to use the County's tax exemption number in securing such materials.

11.2. The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

**ARTICLE TWELVE
OWNERSHIP OF DOCUMENTS**

12.1. Upon completion or termination of this Contract, all records, documents, tracings, plans, specifications, maps, evaluations, reports, computer assisted design or drafting disks and other technical data, other than working papers, prepared or developed by Consultant under this Contract shall be delivered to and become the property of County. Consultant, at its own expense, may retain copies for its files and internal use. Consultant assumes no liability for the use of such documents by the County or others for purposes not intended under this Contract.

12.2 In addition to other requirements provided herein, Consultant shall comply with public records laws embodied in chapter 119, Florida Statutes, and specifically shall:

a. Keep and maintain public records required by the County in order to perform the Scope of Services identified herein.

b. Upon request from the County provide the County with any requested public records or allow the requested records to be inspected or copied within a reasonable time by the County.

**RFQ 2022-16 Professional Engineering Services – Wakulla Gardens Phase VII
Appendix B**

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

d. Transfer, at no cost, to County all public records in possession of the Consultant upon termination of this Agreement 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, upon request from the County, in a format that is compatible with the information technology systems of the County. If the Consultant keeps and maintains public records upon the conclusion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records that would apply to the County.

e. If Consultant does not comply with a public records request, the County shall treat that omission as breach of this Agreement and enforce the contract provisions accordingly. Additionally, if the Consultant fails to provide records when requested, the Consultant may be subject to penalties under section 119.10, Florida Statutes and reasonable costs of enforcement, including attorney fees.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-926-0919, JWELCH@MYWAKULLA.COM, 3093 CRAWFORDVILLE HIGHWAY, CRAWFORDVILLE, FL, 32327.

**ARTICLE THIRTEEN
MAINTENANCE OF RECORDS**

13.1. Consultant will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by Consultant for a minimum of five (5) years from the date of termination of this Contract or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Contract and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

**ARTICLE FOURTEEN
INSURANCE**

14.1. During the life of the Contract the Consultant shall provide, pay for, and maintain, with companies satisfactory to the County, the types of insurance described herein. All insurance shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies registered with the State of Florida. Prior to execution of this Contract by County, the insurance coverages and limits required must be evidenced by properly executed Certificates of Insurance on forms which are acceptable to the

RFQ 2022-16 Professional Engineering Services – Wakulla Gardens Phase VII
Appendix B

County. The Certificates must be personally, manually signed by the Authorized Representatives of the insurance company/companies shown on the Certificates with proof that he/she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required shall be provided to the County, on a timely basis, if required by the County. These Certificates and policies shall contain provisions that sixty (60) days' written notice by registered or certified mail shall be given the County of any cancellation, intent not to renew, or reduction in the policies' coverages, except in the application of the Aggregate Limits Provisions. In the event of a reduction in the Aggregate Limit of any policy, the Consultant shall immediately take steps to have the Aggregate Limit reinstated to the full extent permitted under such policy. All insurance coverages of the Consultant shall be primary to any insurance or self-insurance program carried by the County applicable to this Project.

14.2. The acceptance by the County of any Certificate of Insurance for this Project evidencing the insurance coverages and limits required in this Contract does not constitute approval or agreement by the County that the insurance requirements have been met or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of this Contract.

14.3. Before starting and until acceptance of the work by County, Consultant shall maintain insurance of the types and to the limits specified in paragraph 14.7 entitled "Required Insurance." Consultant shall require each of its subconsultants and subcontractors to procure and maintain, until the completion of that subconsultant's or subcontractor's work, insurance of the types and to the limits specified in paragraph 14.7, unless such insurance requirement for the subconsultant or subcontractor is expressly waived in writing by the County. Said waiver shall not be unreasonably withheld upon Consultant representing in writing to County that Consultant's existing coverage includes and covers the subconsultants and subcontractors for which a waiver is sought, and that such coverage is in conformance with the types and limits of insurance specified in paragraph 14.7. All liability insurance policies, other than the Professional Liability, Worker's, Compensation and Employers' Liability policies, obtained by Consultant to meet the requirements of this Contract shall name County as an additional insured as to the operations of the Consultant under this Contract and the Contract Documents and shall contain severability of interests' provisions.

14.4. If any insurance provided pursuant to this Contract expires prior to the completion of the work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies shall be furnished by Consultant sixty (60) days prior to the date of expiration. Should at any time the Consultant not maintain the insurance coverages required in this Contract, the County may cancel this Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Consultant for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Contract.

14.5. Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the County's Representative prior to the commencement of the work. The Consultant shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the County's Representative, nor shall the

RFQ 2022-16 Professional Engineering Services – Wakulla Gardens Phase VII
Appendix B

Consultant allow any subcontractor to commence work on its sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

14.6. Policies shall be issued by companies authorized to do business under the laws of the State of Florida and shall have adequate Policyholders and Financial ratings in the latest ratings of A.M. Best rating of A- or better.

14.7. Required Insurance

- a. Workers' Compensation insurance as required by the State of Florida.
- b. Employers Liability Insurance with limits of \$1,000,000 per Accident.
- c. Comprehensive business automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, hired or non-owned vehicles, with minimum limits of \$1,000,000 Combined Single Limit, and if split limits are provided, the minimum acceptable limits shall be \$500,000 per person, \$500,000 per occurrence, \$25,000 property damage.
- d. Commercial general liability covering claims for injuries to members of the public or damage to property of others arising out of any covered act or omission of Consultant or any of its employees, agents or subcontractors or sub consultants, including Premises and/or Operations, Independent Contractors; Broad Form Property Damage and a Contractual Liability Endorsement with \$300,000 Combined Single Limit, and if split limits are provided, the minimum acceptable limits shall be \$100,000 per person, \$300,000 per occurrence, \$50,000 property damage.
- e. Professional liability insurance of at least \$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.
- f. The County shall be named as an additional insured with respect to Consultant's liabilities hereunder in insurance coverage's identified in Paragraphs c., d., and e. Wakulla County, a political subdivision of the State of Florida its officials, employees and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage in respects to: Liability arising out of activities performed by or on behalf of the Contractor/Vendor. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees or volunteers.

**RFQ 2022-16 Professional Engineering Services – Wakulla Gardens Phase VII
Appendix B**

g. Consultant shall require its subcontractors to be adequately insured at least to the limits prescribed above, and to any increased limits of Consultant if so, required by County during the term of this Contract. County will not pay for increased limits of insurance for subcontractors.

The County reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

14.8. The Consultant, and its insurance carrier, waives all subrogation rights against Wakulla County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from Others or equivalent.

**ARTICLE FIFTEEN
INDEMNIFICATION**

15.1. The Consultant agrees to indemnify and hold harmless and defend the County, its officers, agents and employees against any loss, damage or expense (including all costs and reasonable attorneys' fees) suffered by County from any claim, demand, judgment, decree, or cause of action of any kind or nature arising out of any negligent error, omission, negligent act, recklessness, or intentionally wrongful act of Consultant, its agents, servants, or employees, in the performance of services under this Contract.

15.2. The Consultant agrees to indemnify and hold harmless the County, its officers, agents and employees against any loss, damage or expense (including all costs and reasonable attorneys' fees) suffered by County from (a) any breach or misconduct by the Consultant of this Contract, (b) any inaccuracy in or breach of any of the representations, warranties or covenants made by the Consultant herein, (c) any claims, suits, actions, damages or causes of action arising during the term of this Contract for any personal injury, loss of life or damage to property sustained by reason or as a result of the negligent performance of this Contract by the Consultant and the Consultant's agents, employees, invitees, and (d) Consultant acknowledges and agrees that County would not enter into this Contract without this indemnification of County by Consultant, and that County's entering into this Contract shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Contract. Nothing in this Contract shall be construed to affect in any way the County's rights, privileges, and immunities as set forth in Section 768.28, Florida Statutes.

15.3. Consultant acknowledges that the general conditions of any construction contract shall include language, satisfactory to the County's attorney, in which the contractor agrees to hold harmless and to defend County, Consultant, their agents and employees, from all suits and actions, including attorney's fees, and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of the construction contract or work performed thereunder. County acknowledges that Consultant shall be expressly named as an indemnified

**RFQ 2022-16 Professional Engineering Services – Wakulla Gardens Phase VII
Appendix B**

party, and shall be held harmless, in the general conditions of any construction contract, and shall be named as an additional insured in any contractor's insurance policies.

15.4 The first ten dollars (\$10.00) of remuneration paid to Consultant under this Contract shall be in consideration for the indemnification provided for in this section.

**ARTICLE SIXTEEN
SUCCESSORS AND ASSIGNS**

16.1. The County and the Consultant each binds itself and its successors, executors, administrators and assigns to the other party of this Contract and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the County nor the Consultant shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Consultant.

**ARTICLE SEVENTEEN
REMEDIES**

17.1. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract shall be held in Wakulla County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**ARTICLE EIGHTEEN
CONFLICT OF INTEREST**

18.1. The Consultant represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The Consultant further represents that no person having any interest shall be employed for said performance.

18.2. The Consultant shall promptly notify the County Administrator, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an informed determination from the County Administrator as to whether the association, interest or circumstance would be reviewed by the County Administrator as constituting a conflict of interest if entered into by the Consultant. The County Administrator

**RFQ 2022-16 Professional Engineering Services – Wakulla Gardens Phase VII
Appendix B**

agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notice by the Consultant. Such determination may be appealed to the Board of County Commissioners by the Consultant within thirty (30) days of the County Administrator's notice to the Consultant. If, in the opinion of the County Administrator or County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the County Administrator or County shall so state in the notice and the Consultant shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Consultant under the terms of this Contract.

**ARTICLE NINETEEN
DEBT**

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

**ARTICLE TWENTY
NONDISCRIMINATION**

20.1. The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

**ARTICLE TWENTY-ONE
ENFORCEMENT COSTS**

21.1. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

**ARTICLE TWENTY-TWO
NOTICE**

22.1. All notices required in this Contract shall be sent by certified mail, return receipt requested to the Consultant's Representative and the County Representative at the addresses shown in Articles One and Three hereof.

**ARTICLE TWENTY-THREE
MODIFICATION OF SCOPE OF WORK**

**RFQ 2022-16 Professional Engineering Services – Wakulla Gardens Phase VII
Appendix B**

23.1. Consultant shall expediently perform work as defined in Exhibit B, within the schedule indicated in the Contract in accordance with Article Four above. The County reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the County of any estimated change in the completion date, and (3) advise the County if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Contract.

23.2. If the County so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the County's decision to proceed with the change. Consultant shall be entitled to invoice County for that portion of the work completed prior to receipt of the written notice.

23.3. If the County elects to make the change, the County shall initiate an amendment and the Consultant shall not commence work on any such change until such written amendment is signed by the Consultant and the County.

**ARTICLE TWENTY-FOUR
MODIFICATION**

24.1. The County and the Consultant agree that this Contract together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. 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 in accordance with Article Twenty-Three - Modification of Scope of Work. In the event of any conflict or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

**ARTICLE TWENTY-FIVE
MISCELLANEOUS**

25.1. Consultant, in representing County, shall promote the best interest of County and assume towards County a duty of the highest trust, confidence and fair dealing.

25.2. No modification, waiver, suspension or termination of the Contract or of any terms thereof shall impair the rights or liabilities of either party.

25.3. This Contract is not assignable, in whole or in part, by Consultant without the prior written consent of County.

25.4. Waiver by either party of a breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

RFQ 2022-16 Professional Engineering Services – Wakulla Gardens Phase VII
Appendix B

25.5. The headings of the Articles, Exhibits, Parts and Attachments as contained in this Contract are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Exhibits, Parts and Attachments.

25.6. This Contract, including the referenced Exhibits and Attachments hereto, constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Contract.

25.7. The Consultant understands and acknowledges that this Contract 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.

25.8. This Agreement 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.

25.81 This Agreement shall be governed in all respects by the federal provisions related to grant funds that may be used to fund the services and goods under RFQ 2022-16.

25.9 By executing this Agreement, [CONTRACTOR/CONSULTANT] certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may immediately terminate this Agreement for cause if the Contractor is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the Contractor has submitted a false certification, the County will provide written notice to the Contractor. Unless the Contractor demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the Contractor. If the County's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the Contractor, and the Contractor will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by Contractor. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this Section 27, this Section 27 shall be null and void.

**RFQ 2022-16 Professional Engineering Services – Wakulla Gardens Phase VII
Appendix B**

**ARTICLE TWENTY-SIX
SEVERABILITY**

26.1. If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

**ARTICLE TWENTY-SEVEN
E-VERIFY**

27.1 As a condition precedent to entering into this Agreement and in compliance with Section 48.095, Fla. Stat., Contractor, and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

b. The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c. The County, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the County for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any costs incurred by the County as a result of termination of any contract for a violation of this section.

e. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

**RFQ 2022-16 Professional Engineering Services – Wakulla Gardens Phase VII
Appendix B**

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

CONSULTANT: _____
(Company Name)

ATTEST:

By: _____ (Signature) _____ (Printed)

Its: _____ (Title)

Date: _____

Witness:

Its: _____
President/Corporate Secretary/Witness
[Corporate Seal]

Date: _____

2nd Witness (if not incorporated)

OWNER: BOARD OF COUNTY COMMISSIONERS, WAKULLA COUNTY, FLORIDA

(SEAL)

By: _____
Quincee Messersmith, Chair

Clerk: _____
Greg James

Date: _____

Approved as to Form and Content:

Heather J. Encinosa
County Attorney

**RFQ 2022-16 Professional Engineering Services – Wakulla Gardens Phase VII
Appendix B**

EXHIBIT A

BASIS OF COMPENSATION

A.1. Basic Services Outlined In Section 2.1 of this Agreement:

A.1.1. As consideration for providing Basic Services as set forth in Article Two, Section 2.1, the County agrees to pay, and Consultant agrees to accept, the lump sum fees to be negotiated and included within the Contract. The employee rates included in the lump sum fees shall be based upon the Consultant's Employee Hourly Rate Schedule for employee's working under this Agreement, which is attached hereto.

A.1.2. Payment for Basic Services under Section 2.1, of this Agreement shall be paid on a lump sum basis in accordance with set milestones as set forth in Consultant's proposal in equal monthly installments based upon the estimated time for completion of the services.

A.2. Additional Services Outlined in Section 2.2 of this Agreement:

A.2.1. As consideration for providing approved Additional Services set forth in Section 2.2 of this Agreement, County agrees to pay, and Consultant agrees to accept payment on a time and reimbursable cost basis. Payments for services provided under Section 2.2 of this Agreement shall be made monthly on a time and reimbursable cost basis computed in accordance with Consultant's Employee Hourly Rate Schedule for employees working under this Agreement, which is attached hereto. Payment shall be made monthly on an as needed basis, not to exceed 40 hours per person per week. Payment for services performed by individuals beyond 40 hours per week or Saturdays, Sundays or holidays shall be increased by a factor of 1.5 applied to "Consultant's Employee Hourly Rate Schedule" provided such overtime work is approved by County in advance whenever possible and not due to Consultant's own fault or neglect.

A.2.2. Reimbursable costs shall mean the actual expenditures made by the Consultant while providing Additional Services under Section 2.2, in the interest of a Project, listed in the following sub-paragraphs:

- (a) expenses for transportation and subsistence incidental to out-of-town travel required by Consultant and directed by County, other than visits to the Project Site or County's office;
- (b) expenses for preparation, reproduction, photographic production techniques, postage and handling of drawings, specifications, bidding documents and similar Project-related items in addition to those otherwise required in Section 2.1 of Basic Services;
- (c) when authorized in advance by County, except as specifically otherwise provided herein, the expense of overtime work requiring higher than regular rates; and
- (d) expenses for renderings, models and mock-ups requested by County.

**RFQ 2022-16 Professional Engineering Services – Wakulla Gardens Phase VII
Appendix B**

- A.2.3. By way of example and not limitation, reimbursable costs shall specifically not include expenditures, except as otherwise described in paragraph A.2.2, such as:
- (a) expenses for transportation and subsistence;
 - (b) overhead, including field office facilities;
 - (c) overtime not authorized by County; or
 - (d) expenses for copies, reproductions, postage, handling, express delivery, and long-distance communications.

A.3. Payments

- A.3.1. Payments will be made for services rendered, no more than on a monthly basis, in accordance with the Florida Prompt Payment Act. All invoices shall be reasonably substantiated, identify the services rendered and must be submitted in duplicate form and manner required by County.
- A.3.2. Consultant acknowledges that Consultant's Employee Hourly Rate Schedule attached to this Exhibit are incorporated herein and, will be the basis for County's budgeting, authorizing and monitoring of expenditures under this Agreement.
- A.3.3. As compensation for coordinating subconsultant activities for County, Consultant shall be allowed an administrative fee not to exceed ten percent (10%) of the actual cost of services rendered pursuant to Section 2.2 of this Agreement. For the purposes of this provision the actual cost of services rendered shall not include any mark-up between the vendor who actually performed the services and any sub-consultant. No administrative fee or mark-up shall be paid in conjunction with the provision of Basic Services as set forth in Section 2.1.

**CONSULTANT'S EMPLOYEE HOURLY RATE SCHEDULE
[TO BE PROVIDED BY CONSULTANT]**

Staff	Rate (Hourly)
i.e. Engineer	\$175.00

**RFQ 2022-16 Professional Engineering Services – Wakulla Gardens Phase VII
Appendix B**

EXHIBIT B

SCOPE OF SERVICES

This project will provide planning, design, permitting engineering and construction inspection services of _____

**RFQ 2022-16 Professional Engineering Services – Wakulla Gardens Phase VII
Appendix B**

EXHIBIT C

This Exhibit is hereby incorporated by reference into the main RFQ 2022-16.

**FEDERAL PROVISIONS RELATED TO GRANT FUNDS THAT MAY BE USED TO
FUND THE SERVICES AND GOODS UNDER THIS RFQ 2022-16¹**

This RFQ 2022-16 is or may become fully or partially Federally Grant funded. To the extent applicable, in accordance with Federal law, respondents shall comply with the clauses as enumerated below. [*Proposer/Consultant/Contractor*] shall adhere to all grant conditions as set forth in the requirements of grant no. **[insert grant numbers]** which have been provided to [*Proposer/Contractor/Consultant*], along with any and all other applicable Federal Laws. Including, but not limited to, those set forth below, as well as those listed below, which are incorporated herein by reference:

- a. 2 CFR. 25.110
- b. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000
- c. Executive Orders 12549 and 12689
- d. 41 CFR s. 60-1(a) and (d)
- e. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

These cited regulations are hereby incorporated and made part of this RFQ 2022-16 as if fully set forth herein. As stated above, this list is not all inclusive, any other requirement of law applicable in accordance with the Federal, State or grant requirements are also applicable and hereby incorporated into this RFQ 2022-16. The provisions in this exhibit are supplemental and in addition to all other provisions within the RFQ 2022-16. In the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of the remainder of the RFQ 2022-16, the conflicting terms and conditions of this Exhibit shall prevail. However, in the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of any federal grant funding document provided specific to the funds being used to contract services or goods under this RFQ 2022-16 the conflicting terms and conditions of that document shall prevail.

Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182): Applicability: As required in the Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub 1 100-690, Title V, Subtitle D). Requirement: to the extent applicable, [*proposer/consultant/contractor*] must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

Conflict of Interest (2 CFR § 200.112): Applicability: Any federal grant funded Contract or Contract that may receive federal grant funds. Requirement: The [*proposer/consultant/contractor*]

¹ Note as of February 2022, the “Simplified Acquisition threshold” is currently set at \$250,000.00; the “Micro-purchase threshold” is currently set at \$10,000.00 – these amounts are subject to change. It is the responsibility of the [*proposer/consultant/contractor*] to ensure it is aware of the correct thresholds are the time of a procurement submittal and contract.

**RFQ 2022-16 Professional Engineering Services – Wakulla Gardens Phase VII
Appendix B**

must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy. Further, the County is required to maintain conflict of interest policies as it relates to procured contracts. In accordance with the Wakulla County Purchasing Manual section 41.05(8), a conflict of interest exists when and of the following occur: i. Because of other activities, relationships, or contracts, a [*proposer/consultant/contractor*] is unable, or potentially unable, to render impartial assistance or advice; ii. A [*proposer/consultant/contractor*]'s objectivity in performing the contract work is or might be otherwise impaired; or iii. The [*proposer/consultant/contractor*] has an unfair competitive advantage.

Mandatory Disclosures (31 U.S.C. §§ 3799 – 3733): Applicability: All Contracts using federal grants funds, or which may use federal grant funds. Requirement: [*proposer/consultant/contractor*] acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the [*proposer/consultant/Contractor*]'s actions pertaining to this RFQ 2022-16. The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Utilization of Minority and Women Firms (M/WBE) (2 CFR § 200.321): Applicability: All federally grant funded Contracts or Contracts which may use federal grant funds. Requirement: The [*proposer/consultant/contractor*] must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used, when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime [*proposer/consultant/contractor*] will require compliance by all sub-contractors. Prior to contract award, the [*proposer/consultant/contractor*] shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities

Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375): Applicability: except as otherwise provided under 41 CFR Part 60, applies to all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3. Requirement: During the performance of this Contract, the [*proposer/consultant/contractor*] agrees as follows: (1) The [*Proposer/Contractor/Consultant*] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The [*Proposer/Contractor/Consultant*] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and

RFQ 2022-16 Professional Engineering Services – Wakulla Gardens Phase VII
Appendix B

selection for training, including apprenticeship. The [Proposer/Contractor/Consultant] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause; (2) The [Proposer/Contractor/Consultant] will, in all solicitations or advertisements for employees placed by or on behalf of the [Proposer/Contractor/Consultant], state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) The [Proposer/Contractor/Consultant] will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the [Proposer/Contractor/Consultant]'s commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The [Proposer/Contractor/Consultant] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor; (5) The [Proposer/Contractor/Consultant] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.; (6) In the event of the [Proposer/Contractor/Consultant]'s noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the [Proposer/Contractor/Consultant] may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.; (7) [Proposer/Contractor/Consultant] will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The [Proposer/Contractor/Consultant] will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a [Proposer/Contractor/Consultant] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the [Proposer/Contractor/Consultant] may request the United States to enter into such litigation to protect the interests of the United States.

Additional notice and requirement for federally assisted contracts or subcontracts in excess of \$10,000.00:

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246).

THE OFFEROR'S OR BIDDER'S ATTENTION IS CALLED TO THE "EQUAL OPPORTUNITY CLAUSE" AND THE "STANDARD FEDERAL EQUAL EMPLOYMENT

**RFQ 2022-16 Professional Engineering Services – Wakulla Gardens Phase VII
Appendix B**

SPECIFICATIONS” SET FORTH HEREIN. THE GOALS AND TIMETABLES FOR MINORITY AND FEMALE PARTICIPATION, EXPRESSED IN PERCENTAGE TERMS FOR THE CONTRACTOR'S AGGREGATE WORKFORCE IN EACH TRADE ON ALL CONSTRUCTION WORK IN THE COVERED AREA, ARE AS FOLLOWS:

TIME-TABLES	GOALS FOR MINORITY PARTICIPATION FOR EACH TRADE	GOALS FOR FEMALE PARTICIPATION IN EACH TRADE
	INSERT GOALS FOR EACH YEAR	INSERT GOALS FOR EACH YEAR.

THESE GOALS ARE APPLICABLE TO ALL THE CONTRACTOR'S CONSTRUCTION WORK (WHETHER OR NOT IT IS FEDERAL OR FEDERALLY ASSISTED) PERFORMED IN THE COVERED AREA. IF THE CONTRACTOR PERFORMS CONSTRUCTION WORK IN A GEOGRAPHICAL AREA LOCATED OUTSIDE OF THE COVERED AREA, IT SHALL APPLY THE GOALS ESTABLISHED FOR SUCH GEOGRAPHICAL AREA WHERE THE WORK IS ACTUALLY PERFORMED. WITH REGARD TO THIS SECOND AREA, THE CONTRACTOR ALSO IS SUBJECT TO THE GOALS FOR BOTH ITS FEDERALLY INVOLVED AND NONFEDERALLY INVOLVED CONSTRUCTION. THE CONTRACTOR'S COMPLIANCE WITH THE EXECUTIVE ORDER AND THE REGULATIONS IN 41 CFR PART 60-4 SHALL BE BASED ON ITS IMPLEMENTATION OF THE EQUAL OPPORTUNITY CLAUSE, SPECIFIC AFFIRMATIVE ACTION OBLIGATIONS REQUIRED BY THE SPECIFICATIONS SET FORTH IN 41 CFR 60-4.3(A), AND ITS EFFORTS TO MEET THE GOALS. THE HOURS OF MINORITY AND FEMALE EMPLOYMENT AND TRAINING MUST BE SUBSTANTIALLY UNIFORM THROUGHOUT THE LENGTH OF THE CONTRACT, AND IN EACH TRADE, AND THE CONTRACTOR SHALL MAKE A GOOD FAITH EFFORT TO EMPLOY MINORITIES AND WOMEN EVENLY ON EACH OF ITS PROJECTS. THE TRANSFER OF MINORITY OR FEMALE EMPLOYEES OR TRAINEES FROM CONTRACTOR TO CONTRACTOR OR FROM PROJECT TO PROJECT FOR THE SOLE PURPOSE OF MEETING THE CONTRACTOR'S GOALS SHALL BE A VIOLATION OF THE CONTRACT, THE EXECUTIVE ORDER AND THE REGULATIONS IN 41 CFR PART 60-4. COMPLIANCE WITH THE GOALS WILL BE MEASURED AGAINST THE TOTAL WORK HOURS PERFORMED.

THE CONTRACTOR SHALL PROVIDE WRITTEN NOTIFICATION TO THE DIRECTOR OF THE OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS WITHIN 10 WORKING DAYS OF AWARD OF ANY CONSTRUCTION SUBCONTRACT IN EXCESS OF \$10,000 AT ANY TIER FOR CONSTRUCTION WORK UNDER THE CONTRACT RESULTING FROM THIS SOLICITATION. THE NOTIFICATION SHALL LIST THE NAME, ADDRESS AND TELEPHONE NUMBER OF THE SUBCONTRACTOR; EMPLOYER IDENTIFICATION NUMBER OF THE SUBCONTRACTOR; ESTIMATED DOLLAR AMOUNT OF THE SUBCONTRACT; ESTIMATED STARTING AND COMPLETION DATES OF THE SUBCONTRACT; AND THE GEOGRAPHICAL AREA IN WHICH THE SUBCONTRACT IS TO BE PERFORMED.

AS USED IN THIS NOTICE, AND IN THE CONTRACT RESULTING FROM THIS SOLICITATION, THE “COVERED AREA” IS *(INSERT DESCRIPTION OF THE GEOGRAPHICAL AREAS WHERE THE CONTRACT IS TO BE PERFORMED GIVING THE STATE, COUNTY AND CITY, IF ANY).*

Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5): Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Wakulla County. Requirement: If applicable to this RFQ 2022-16, the [*proposer/consultant/contractor*] agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). [*proposer/consultant/contractor*] are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

**RFQ 2022-16 Professional Engineering Services – Wakulla Gardens Phase VII
Appendix B**

Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3):

Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Wakulla County. Requirement: If applicable to this RFQ 2022-16, [*proposer/consultant/contractor*] shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this RFQ 2022-16. [*proposer/consultant/contractor*] are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5):

Applicability: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers. Requirement: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33

U.S.C. 1251–1387, as amended): Applicability: Contracts and subgrants of amounts in excess of \$150,000.00. Requirement: [*proposer/consultant/contractor*] agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Debarment and Suspension (2 CFR part 180, Executive Orders 12549 and 12689):

Applicability: All contracts with federal grant funding or possibility of federal grant funds being used. Requirement: [*proposer/consultant/contractor*] certifies that it and its principals, if applicable, are not presently debarred or suspended by any Federal department or agency from participating in this transaction. [*proposer/consultant/contractor*] now agrees to verify, to the extent applicable that for each lower tier subcontractor that exceeds \$25,000 as a “covered transaction” under the Services to be provided is not presently disbarred or otherwise disqualified from participating in the federally assisted services. The [*proposer/consultant/contractor*] agrees to accomplish this verification by: (1) Checking the System for Award Management at website: <http://www.sam.gov>; (2) Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, herein; (3) Inserting a clause or condition in the covered transaction with the lower tier contract.

RFQ 2022-16 Professional Engineering Services – Wakulla Gardens Phase VII
Appendix B

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Applicability: Applicable to any individual/entity that applies or bids/procures an award in excess of \$100,000. Requirement: [*proposer/consultant/contractor*] must file the required certification, attached to the procurement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.

Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401): Applicability: If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 additional Standard patent rights clauses in accordance with 37 CFR § 401.14 shall apply. Requirement: Please contact the County for further information related to the applicable standard patent rights clauses.

Procurement of Recovered Materials (2 CRF 200.323 and 40 CFR Part 247): Applicability: All contractors of Wakulla County when federal funds may be or are being used under the Contract. Requirement: [*proposer/consultant/contractor*] must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Access to Records and Reports: Applicability: All Contracts that received or may receive federal grant funding. Requirement: [*Proposer/consultant/contractor*] will make available to the County’s granting agency, the granting agency’s Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Wakulla County, Wakulla County Clerk of Court’s Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the County’s grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor’s personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

Record Retention (2 CFR § 200.33): Applicability: All Contracts that received or may receive federal grant funding. Requirement: [*proposer/consultant/contractor*] will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.

RFQ 2022-16 Professional Engineering Services – Wakulla Gardens Phase VII
Appendix B

Federal Changes: [*proposer/consultant/contractor*] shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of [*the contract/any awarded contract*].

Termination for Default (Breach or Cause): Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

Termination for Convenience: Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: [*The Contract/Any Awarded Contract*] may be terminated by Wakulla County in whole or in part at any time, upon ten (10) days written notice. If the Contract is terminated before performance is completed, the [*Contractor/Consultant*] shall be paid only for that work satisfactorily performed for which costs can be substantiated.

Safeguarding Personal Identifiable Information (2 CFR § 200.82): Applicability: All Contracts receiving, or which may receive federal grant funding. Requirement: [*proposer/consultant/contractor*] will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

Prohibition On Utilization Of Cost Plus A Percentage Of Cost Contracts (2 CFR Part 200): Applicability: All Contracts receiving, or which may receive federal grant funding. Requirement: The County will not award contracts containing Federal funding on a cost-plus percentage of cost basis.

Energy Policy and Conservation Act (43 U.S.C. § 6201 and 2 CFR Part 200 Appendix II (H)): Applicability: For any contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Requirement: [*proposer/consultant/contractor*] shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

Trafficking Victims Protection Act (2 CFR Part 175): Applicability: All federally grant funded contracts or contracts which may become federally grant funded. Requirement: [*Proposer/Contractor/Consultant*] will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits

**RFQ 2022-16 Professional Engineering Services – Wakulla Gardens Phase VII
Appendix B**

[*Proposer/Contractor/Consultant*] from (1) engaging in severe forms of trafficking in persons during the period of time that [*this Contract/resulting contract*] is in effect; (2) procuring a commercial sex act during the period of time that [*this Contract/resulting contract*] is in effect; or (3) using forced labor in the performance of the contracted services under [*this contract/a resulting contract*]. [*This Contract/a resulting contract*] may be unilaterally terminated immediately by County for [*Proposer/Contractor/Consultant*]'s violating this provision, without penalty.

Domestic Preference For Procurements (2 CFR § 200.322): Applicability: All Contracts using federal grant funds, or which may use federal grant funds. Requirement: As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in [*this Contract/a resulting contract*], shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.

Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101, Executive Order 14005): Applicability: Applies to purchases of iron, steel, manufactured products and construction materials permanently incorporated into infrastructure projects, where federal grant funding agency requires it or if the grant funds which may come from any federal agency, but most commonly: the U.S. Environmental Protection Agency (EPA), the U.S. Federal Transit Administration (FTA), the US Federal Highway Administration (FHWA), the U.S. Federal Railroad Administration (FRA), Amtrak and the U.S. Federal Aviation Administration (FAA). Requirement: All iron, steel, manufactured products and construction materials used under a federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check with Wakulla County for further details. Proposers shall be required to submit a completed Buy America Certificate with this procurement, an incomplete certificate may deem the proposer's submittal non-responsive.

Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216): Applicability: All Contracts using federal grant funds, or which may use federal grant funds. Requirement: [*Proposer/Contractor/Consultant*] and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

**RFQ 2022-16 Professional Engineering Services – Wakulla Gardens Phase VII
Appendix B**

Enhanced Whistleblower Protections (41 U.S.C. § 4712): Applicability: National Defense Authorization Act of 2013 extending whistleblower protections to [Proposer/Contractor/Consultant] employees may apply to the Federal grant award dollars involved with [this Contract/a resulting contract]. Requirement: See 42 U.S. Code § 4712 for further requirements. Requirement: An employee of [Proposer/Contractor/Consultant] and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170): Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: In accordance with FFATA, the [Proposer/Contractor/Consultant] shall, upon request, provide Wakulla County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

Federal Awardee Performance and Integrity Information System (FAPIIS)(The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII)): Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The [Proposer/Contractor/Consultant] shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

Never Contract With The Enemy (2 CFR Part 183): Applicability: only to grant and cooperative agreements in excess of \$50,000 performed outside of the United States, Including U.S. territories and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities. Requirement: [proposer/consultant/contractor] must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

Federal Agency Seals, Logos and Flags: Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The [proposer/consultant/contractor] shall not use any Federal Agency seal(s), logos, crests, or

**RFQ 2022-16 Professional Engineering Services – Wakulla Gardens Phase VII
Appendix B**

reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.

No Obligation by Federal Government: Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from [*a resulting contract/the contract*].

**RFQ 2022-16 Professional Engineering Services – Wakulla Gardens Phase VII
Appendix B**

The _____ [insert name of the signatory] on behalf of _____ the [*proposer/consultant/contractor*] is authorized to sign below and confirm the [*proposer/consultant/contractor*] is fully able to comply with these requirements, federal terms and conditions and has on made any inquiries and further examination of the law and requirements as is necessary to comply.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

**RFQ 2022-16 Professional Engineering Services – Wakulla Gardens Phase VII
Appendix B**

Buy America Certificates

If steel, iron, or manufactured products (as defined in 49 CFR §§ 661.3 and 661.5 of this part) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR § 661.13(b) of this part.

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

TITLE: _____

Certificate of Non-Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

TITLE: _____