



JACKSON COUNTY
BOARD OF COUNTY COMMISSIONERS
2864 Madison Street
Phone (850) 482-9633 – Fax (850) 482-9643

**LETTERS OF INTEREST
AND STATEMENTS OF QUALIFICATIONS
for
Engineering/Design Consultant Services for the
Endeavor Redevelopment Project
RFQ# - 1920-02**

The Jackson County Board of County Commissioners is seeking qualified professional consultants for the Redevelopment of the Endeavor Project. "The consultant shall provide consulting services to assist the County with the redevelopment the area known as Endeavor which includes the former Dozier school property. The scope of services includes but is not limited to the activities as provided in the DEO Florida Job Growth Grant Fund, other Federal and State funds and County funds, including but not limited to development of Autism Transition training academy, industrial park, housing development, commercial development, demolition activities, utility and roadway infrastructure improvements, landscaping, building improvements and construction, construction administration, grant administration, etc."

RFQ number:

1920-02

Due Date:

**Thursday, November 14, 2019 at 2:00 p.m.
Jackson County Purchasing Department
2864 Madison Street
Marianna, FL 32448**

Questions regarding these documents must be directed to **Judy Austin** at the Jackson County Purchasing Department. Questions must be submitted in writing and may be emailed to jaustin@jacksoncountyfl.com. We appreciate your interest in this request and look forward to working with you.

Clayton O. Rooks, III
CLERK OF CIRCUIT COURT

Board of County Commissioners
By: Clint Pate
BOARD CHAIRMAN

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RFQ# 1920-02**

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PART 1. INTENT AND GENERAL INFORMATION

The Jackson County Purchasing Department on behalf of the Board of County Commissioners is soliciting letters of interest and statements of qualifications from registered, qualified consulting firms in the State of Florida, pursuant to Section 287.055, Florida Statutes, known as the Consultant Competitive Negotiation Act (CCNA),

"The consultant shall provide consulting services to assist the County with the redevelopment the area known as Endeavor which includes the former Dozier school property. The scope of services includes but is not limited to the activities as provided in the DEO Florida Job Growth Grant Fund, other Federal and State funds and County funds, including but not limited to development of Autism Transition training academy, industrial park, housing development, commercial development, demolition activities, utility and roadway infrastructure improvements, landscaping, building improvements and construction, construction administration, grant administration, etc."

The procedures for selection of the consultant will be in accordance with ALL applicable procurement requirements set forth by the Federal Government, the State of Florida, and the procedures set forth in this statement of qualification request. All responses received will be evaluated in accordance with the selection criteria and corresponding point system. All agreements resulting from this solicitation may be used by any and all of the municipalities that comprise Jackson County. It is the intent of this request to meet all requirements of the various federal agencies and all agreements resulting from this request should be expected to include all requirements and contract language required by the agencies involved, the Code of Federal Regulations, State of Florida, and Federal Emergency Management Agency (FEMA), US Department of Housing and Urban Development, Federal Highway Administration, United States Department of Agriculture, and various other State and Federal Agencies requirements even though the specific language is not included in this request. Each work assignment will be issued by separate task assignment, and additional requirements or language may be added to the task assignment if needed because of the type of project or funding source.

1.2 Jackson County expects that interested individuals and firms will make every effort to assemble a team with the requisite expertise and qualifications to perform the required services. Submit one (1) original and Six (6) copies for a total of seven (7) paper copies, each submission must be received in a sealed envelope (or package) prominently marked on the outside with the words **Attention: Judy Austin, RFQ#: 1920-02 - Engineering/Design Consultant Services for the Endeavor Redevelopment Project**

1.3 DEADLINE for receipt of submittals in response to this request is Thursday, **November 14, 2019 at 2:00 p.m.** Submittals should be mailed or hand delivered to: **Jackson County Purchasing Department, 2864 Madison Street, Marianna, Florida 32440.** Submissions by fax or other electronic media will not be accepted under any circumstances. Late submissions will not be accepted.

1.4 All individuals and firms who are furnished a copy of this Solicitation but who decide not to offer a submittal to the County for consideration are requested to submit a negative reply clearly indicating such in their cover letter.

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1.5 **PROHIBITION OF LOBBYING IN PROCUREMENT MATTERS.** Except as (if) expressly set forth in the Jackson County Procurement Ordinance during the blackout period, which is the period between the time the submittals for invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, are received at the Jackson County Purchasing Department, and the time the Board awards the contract. No proposer, no lobbyist, principal, or other person may lobby, on behalf of a competing party in a particular procurement matter, either any member of the Board, or any county employee. Violation of this provision may result in disqualification of a violating party.

PART 2. SCOPE OF SERVICES

- 2.1 The managing authority for this project shall be the County Engineer, Larry Alvarez or his authorized designee. Firms will be selected on a rotating basis, but selection may vary from the rotation at times depending on the type of project and firms experience.
- 2.2 The Jackson County Board of County Commissioners reserves the right to accept or reject any and/or all submissions, to approve or reject any sub-consultants, and to waive any technicalities or informalities, as determined to be in the best interest of the County in accordance with the CCNA.
- 2.3 The Contract for Engineering and Design Services will be for road construction, water, water well, waste water, sewer collection systems, lift stations and other county projects. The projects may include new road construction, paving of existing dirt roads, resurfacing paved roads, utility projects, road widening, road shoulder paving, pipe replacement, drainage improvements, driveways, signs and striping, storm water, water, sewer, buildings, engineering studies, engineering reports, and other.
- 2.4 Consultant Firms must demonstrate expertise in the following areas as applicable to the submittal:
Design and/or construction of roadways, intersections, and appurtenances, storm water, sewer collection, lift stations, drinking water systems and distribution, water wells and other
Preparation or interpretation of bid documents, drawing, and specifications
Knowledge of FDOT standards, plans and specifications
Coordination of the design and bidding processes
Knowledge of applicable State and Federal Laws and regulations
Permitting requirements and other applicable agency requirements
Timely and accurate reporting and/or approval of invoicing
Knowledge of DEO Florida Job Growth Grant Fund
Knowledge of FDOT SCOP, SCRAP, CIGP, CDBG and Other Program requirements
Asphalt mix designs
Concrete mix designs
Stormwater design, calculations, and analysis
Asphalt and concrete placement
Traffic Signals and lighting

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- 2.4 Service to be performed may include, but not be limited to: prepare design drawings and specifications, prepare reports and studies, prepare and submit weekly reports of consultants activities and time, verify and ensure that design packages or reports and records are submitted on schedule and are accurate, attend design and construction meetings and coordinate with county, prepare meeting minutes, coordinate with utilities for design and construction, coordinate with property owners for right of way design, review and approve submittals and shop drawings, verify and approve As-Built drawings, verify quantities, inspect, ensure, and verify that the quality of consultant and sub consultants work is in accordance with required Standards and Specifications, and other activities as needed to complete the engineering or as directed by the County Engineer or as needed to complete the various projects.
- 2.5 Company/Firm shall be FDOT certified as applicable to perform the services required under this contract and shall meet all requirements of the County.
- 2.6 Consultant shall include minority owned subs whenever possible. Consultant, in its response , shall certify to the County whether it is a minority owned firm.

PART 3 EVALUATION CRITERIA

- 3.1 Submittals will be evaluated on a WEIGHTED BASIS, (See attached **SAMPLE** Score Sheet). The following criteria will be used in the evaluation process to determine the successful respondents:

A. COMPANY/FIRM QUALIFICATIONS AND CAPABILITIES

The overall ability and capability of firm to perform the required engineering, design, and CEI services, based on proposed personnel, past work history, references, and other information that consultant submits including statements from references and letters of reference from previous clients. This will also include the ability to follow the directions provided in this request. The maximum weight for this category is Twenty Five (25).

B. QUALIFICATIONS AND ABILITIES OF PROFESSIONAL PERSONNEL

To include organization profile and proposed Design Professional Engineers, Architects, Engineers in Training, and Design Technicians(s); specific names and functions of personnel assigned to the project; resumes of personnel assigned to the project (to include years of experience and years with the submitting company). Submitted personnel shall not be changed without written approval of the County Engineer. This will also include the ability to follow the directions provided in this request. The maximum weight for this category is Twenty Five (25).

C. CLIENT REFERENCES FOR SIMILAR PROJECTS

To include number of letters of reference included. The maximum weight for this category is Twenty Five (25).

D. DESIGN / ENGINEERING EXPERIENCE ON SIMILAR PROJECTS

Each similar project description must include a list of the proposed team members who worked on the similar project. The maximum weight for this category is Twenty Five (25).

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PART 4 TERMS AND CONDITIONS

- 4.1 Conformity and adherence to the terms and conditions of this solicitation shall be a condition considered by the Selection Committee as part of its review process.
- 4.2 Individuals or firms submitting Letter of Interest and Statements of Qualifications for this RFQ shall not contact individual members of the Board of County Commissioners, nor the members of the Professional Services Selection Committee during the evaluation and interview process (excepting only if required regarding other work with the County, but shall not discuss this RFQ except to submit questions in writing). **The Selection Committee may include one or all of the five County Commissioners (Chuck Lockey, Willie Spires, Jim Peacock, Eric Hill, and Clint Pate), and may include the County Administrator (Wilanne Daniels), the Public Works Director (Rett Daniels), or the Road Superintendent.** Individual committee members will be removed from the committee if unable to participate in all reviews, and scoring will be based on scores by the remaining committee members. Any and all questions must be directed, in writing, to the Jackson County Purchasing Department Director as indicated above.
- 4.3 In determining submission acceptance, any data submitted or related to the offeror's proposal, required or voluntary, shall be subject to evaluation as deemed appropriate and in the best interest of the County, including the conduct of the offeror or any representative of the offeror with regard to any county official or employee.
- 4.4 Submittals in response to this Solicitation will be reviewed against the criteria listed herein above, and award of contract(s) shall be made in accordance to standard purchasing procedures, the Jackson County Procurement Code and applicable regulations of the State of Florida.
- 4.5 Submittals will be evaluated on the basis of submitted materials, references, and interviews as applicable.
- 4.6 A selection committee appointed and approved in accordance with the Jackson County Procurement Code and CCNA will review all Requests for Qualifications and make a recommendation to the Board of County Commissioners based on the established proposal evaluation criteria. A selected group of Consultants may be required to make an oral presentation to the Selection Committee. If needed, such a presentation will provide an opportunity for the Consultants to clarify the information provided in their proposal. If an oral presentation is required, the final decision of the Selection Committee will be based on the overall tabulation from the oral presentation. The Professional Services Selection Committee will present its recommendations to the Board of County Commissioners, which has the authority to make the final determination and award contracts.

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One (1) original and Six (6) copies for a total of Seven (7) paper copies, along with one (1) electronic copy (on CD or travel drive), of each submission or alternate submission must be received in a sealed envelope (package) prominently marked on the outside with the words “**RFQ#: 1920-02 - Engineering/Design Consultant Services for the Endeavor Redevelopment Project**”

Submissions shall be directed to the attention of the **Judy Austin County Purchasing Agent**, and received by the date and time specified herein. The Purchasing Agent shall not be responsible for any misdirected or mislabeled submissions, or those handled by delivery persons, couriers, or the U.S. Postal Service. Submissions shipped in express, overnight or courier envelopes, boxes or packages must be prominently marked on the outside of such envelopes, boxes or packages with the words, “**RFQ#: 1920-02 - Engineering/Design Consultant Services for the Endeavor Redevelopment Project** and the contents sealed as required.

- 4.7 Solicitation by Jackson County to consultants, firms and individuals is based on this advertisement. The advertisement may also be found on the Jackson County Purchasing web site www.jacksoncountyfl.net click on current bids/RFP’s. Firms or individuals submit responses on a voluntary basis, and therefore are not entitled to compensation of any kind. The County, its officers and agents, assume no liability or indebtedness for any cost or inconvenience incurred by any individuals or firms in the preparation, submission, presentation or documentation of any response or proposal.
- 4.8 The deadline for receipt of submittals or alternate submittals in response to this request is as indicated above. Submission by FAX or other electronic media will not be accepted under any circumstances. Late submissions will not be accepted. Final determination of closing time and acceptance or rejection of submittals will be determined by the County Engineer.
- 4.9 A notarized Drug Free Work Place Certification must accompany each submission, in accordance with the Florida Administrative Code, Department of Management Services, and Division of Purchasing. Those responding to this Solicitation may submit certification by statement of their letterhead or elect to submit the State of Florida Certificate, showing compliance with the minimum State of Florida requirements.
- 4.10 By submitting a response to this solicitation, the responder acknowledges that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid 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, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

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- 4.11 The consultant selected may be required to demonstrate that the consultant has no vested, fiscal or financial interest in a business, firm or corporation which would directly or indirectly gain, profit or benefit from the activities, tasks, design work, reports, records or recommendations of such consultant.
- 4.12 Marianna Time (Central Time) is hereby established as the Official Time of Jackson County Board of County Commissioners, in accordance with the Jackson County Procurement Code.
- 4.13 Unlike the private sector, the public sector which is funded by public money requires complex procedures and systems by law. In order to ensure that the public funds are well spent, as well as to maintain credibility of the public entity, those systems and procedures are sealed and confidential until opened and evaluated, following which they are documented and audited periodically, being subject to public scrutiny and accountability.

By its very nature, a comprehensive evaluation process of many submissions by an approved Professional Services Selection Committee, including verification of performance records, references, and related issues, is a complex and lengthy process. As a result, telephone or fax request for “status reports” and ranking results cannot be honored during the evaluation process.

Upon request, ranking results will be faxed or emailed to all individuals and firms submitting a response to this Solicitation following conclusion and tabulation of the evaluation scores. Each Board-approved, short-listed firm will be notified by fax or email following the preliminary and final scoring and tabulation process.

- 4.14 No oral interpretations will be made to any Proposer as to the meaning of the Proposal/Contract Documents. Any inquiry or request for interpretation received at least 72 hours prior to the submittal time indicated above to by the Jackson County Purchasing Agent will be given consideration. All such changes or interpretations will be made in writing by email in the form of an addendum and, if issued, will be distributed by email or sent by other available or electronic means to all prospective proposers prior to the established due date.
- 4.15 Evidence of registration and statement of professional liability insurance.
Evidence of current professional registration (engineering) in the State of Florida

A Certificate of Insurability acceptable to the County shall accompany each proposal or alternate proposal in the amounts as prescribed by State and County.

Professional Liability Insurance: The Vendor shall purchase and maintain such insurance as will protect him from claims which may arise out of or result from the Vendor’s operations under the terms and conditions of the RFQ. Liability insurance shall be obtained at the Vendors expense and in his name as the insured, which Certificate shall show Jackson County as an additional named insured. Liability insurance on a form approved by the County (M&D, CGL, etc.) and including endorsements for contractual liability and such other endorsements appropriate for the

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Work required by this Bid as may be required by the County. The limit of liability for this coverage shall not be less than \$250,000.00 CSL per occurrence.

General Liability, with combined single limits of not less than \$1,000,000 per occurrence. The only aggregate limit acceptable is a “project aggregate” and the Certificate must show an appropriate endorsement (ISO CG2501) or equal.

Business Auto Liability Insurance, with combined single limits of not less than \$200,000 per occurrence and is to include bodily injury and property damage liability arising out of operation, maintenance or use of any auto, including owned, not-owned and hired automobiles and employee non-ownership use.

Workers’ Compensation Insurance, as required by the State of Florida.
\$100,000 each accident and \$100,000 each employee
\$500,000 policy limit for disease

Engineer Professional Liability with an occurrence limit of not less than \$250,000.

Note that these insurance requirements will change from time to time. Amounts of insurance will meet the minimum amounts and limits required by the State of Florida and Jackson County.

- 4.16 The Proposer and all subcontractors must be licensed and registered as applicable in Jackson County and the State of Florida to perform the work required by this Project. The Proposer shall furnish the County with a list of all sub-contractors performing work on this project. The successful vendor is required to have proper license as required by the State of Florida and Jackson County and present a copy of such license to the County Purchasing Department and County Engineer. It will be the vendor’s responsibility to determine through these organizations which type of license is required.
- 4.19 Statement of Qualifications shall be prepared utilizing the following organizational format. Each of the required sections must begin on a new page and be separately tabbed for identification of the section. The statement shall include the following sections:
1. Submittal Cover Sheet
 2. Executive Summary or Letter of Introduction
 3. Firm qualifications and capabilities
 4. Qualifications, resumes, certifications, and licenses of proposed professional personnel and any proposed subcontractors
 5. Client references for similar projects
 6. Experience on similar projects
 7. Evidence of registration and statement of
 8. professional liability insurance and license(s)

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9. Affidavits and Acknowledgements (see attached)
 - a) Drug Free Workplace Certification
 - b) Non-Collusion Affidavit
 - c) Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts
 - d) Disclosure of Lobbying Activities (as applicable)

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**SAMPLE SCORE SHEET
TO BE USED BY SELECTION COMMITTEE
(a separate score sheet will be used for each)**

RATING CRITERIA

All proposals received in accordance with this Request for Proposals will be evaluated using the following worksheet.

	<u>Score</u>	x	<u>Weight</u>	=	<u>Rating</u>
1. Firm's Qualifications and Capabilities (includes ability to follow directions)	_____		<u>25</u>		_____
2. Qualifications and Abilities of Professional Personnel	_____		<u>25</u>		_____
3. Client References for Similar Projects	_____		<u>25</u>		_____
4. Experience on Similar Projects	_____		<u>25</u>		_____

SCORE:

- 0 Non-Responsive – Included no information on subject criteria.
- 1 Poor
- 2 Fair
- 3 Average – Included only minimum of what was asked for on subject criteria.
- 4 Good
- 5 Excellent

Name of Consultant Being Scored: _____

Name of Scorer: _____

Signature of Scorer: _____

Date: _____

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SUBMITTAL COVER SHEET

Name of Firm, Entity or Organization:
Federal Employer Identification Number:
State of Florida Professional Engineer License Number - State of Florida General Contractors License Number - Name and Title of Contact Person
Name: _____ Title: _____
Mailing Address:
Street Address:
City, State, Zip:
Telephone:
Fax:
Organization Structure:
Check one: Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/>
Joint Venture <input type="checkbox"/> Other (explain) <input type="checkbox"/>
If Corporation:
Date of Incorporation:
State of Incorporation:
States registered in as foreign Corporation:
Authorized Signature
Print Name:
Signature:
Title:
Phone:

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PART 5. DRUG FREE WORK PLACE CERTIFICATE

"I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that

_____ :
NAME OF FIRM

- Publishes a written statement notifying that the unlawful manufacturer, distribution, dispensing possession, or use of a controlled substance is prohibited in the workplace given above, and specifying actions that will be taken against violations of such prohibition;
- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- Gives each employee, engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written [*] statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the drug free workplace program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein."

Authorized Signature

Date Signed

Sworn to and subscribed before me this _____ day of _____, 20____

Personally known _____ or produced Identification: _____
[Type of Identification]

Signature of Notary Public _____

State of _____

My Commission Expires _____

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NON-COLLUSIVE AFFIDAVIT

STATE OF _____ }

COUNTY OF _____ }

_____ being first duly sworn, deposes and says that:

1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____ the firm that has submitted the attached submittal;
2. He/she is fully informed respecting the preparation and contents of the attached submittal and of all pertinent circumstances respecting such solicitation:
3. Such submittal is genuine and is not collusive or a sham;
4. Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other firm or person to submit a collusive or sham submittal in connection with the Work for which the attached submittal has been submitted; or to refrain from submitting in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices, or to fix any overhead, profit, or cost elements of the fees negotiated or of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

Signed, sealed and delivered
In the presence of :

Witness

Witness

By: _____

(Printed Name)

(Title)

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30 PROCUREMENT

TRUTH IN NEGOTIATION CERTIFICATION 05/14

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

Name of Consultant

By:_____

Date:_____

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

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

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

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

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant:

By: _____ Date: _____ Authorized Signature

Title: _____

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES

375-000-34
PROCUREMENT
05/16

Is this form applicable to your firm?
YES NO
If no, then please complete section 4
below for "Prime"

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

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**CERTIFICATIONS AND REPRESENTATIONS
(CONTRACT FUNDS)**

1. BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE AND CERTIFICATION

For all orders above the limit prescribed in FAR Section 52.203-12(g), or its successor regulation (currently \$150,000), the Offeror must complete and sign the following:

The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in FAR 52.203-11 and 52.203-12 and 31 U.S.C. 1352, the "Byrd Anti-Lobbying Amendment."

- (a) FAR 52.203-12, "Limitation on Payments to Influence Certain Federal Transactions" is hereby incorporated by reference into this certification
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:
 - (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
 - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
 - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.
- (c) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

SIGNATURE: _____

COMPANY NAME: _____

DATE: _____

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2. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FIRST TIER SUBCONTRACTOR)

For all orders above the limit specified in FAR Section 52.209-6(e) (currently \$30,000) and in accordance with the requirements of FAR 52.209-6, the Offeror must complete and sign the following:

The Offeror certifies, to the best of its knowledge and belief, that--The Offeror and/or any of its Principals--Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

The Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

"Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

The Offeror shall provide immediate written notice to the University if, at any time prior to subcontract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the University may render the Offeror nonresponsible.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous

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certification, in addition to other remedies available to the University, the University may terminate the contract resulting from this solicitation for default.

SIGNATURE: _____

COMPANY NAME: _____

DATE: _____

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Exhibit 1 – Federal Contract Clauses

1.1 Clean Air Act

(1) CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) CONTRACTOR agrees to report each violation to the Jackson County Board of County Commissioners and understands and agrees that the Jackson County Board of County Commissioners will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) CONTRACTOR agrees to report each violation to the Jackson County Board of County Commissioners and understands and agrees that the Jackson County Board of County Commissioners will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

1.2 Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

1.3 Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor 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, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising;

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layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor 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 contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor 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 contractor 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 contractor'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 contractor 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 as 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) The contractor 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 contractor 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 contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

1.4 Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the

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United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

1.5 Procurement of Recovered Materials

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

1.6 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall 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 recipient.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an

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agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

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

1.7 The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

1.8 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 the contract.

1.9 The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

1.10 This is an acknowledgement that FEMA financial assistance will be used to fund the contract. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

1.11 Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide MUNICIPALITY, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Signature of Contractor's Authorized Official

Date