

**REQUEST FOR QUALIFICATIONS  
FOR A  
PLANNER FOR A COMPREHENSIVE SEWER AND WATER PLAN  
RFQ 19-1**

**WASHINGTON COUNTY BOARD OF COUNTY COMMISSIONERS**

Date of Issue: February 18, 2019  
**Responses Due By March 22, 2019**

**MAIL OR DELIVER RESPONSES TO:**

Washington County Grants Department  
Attn: Karen Shaw  
1331 South Blvd., Chipley, FL 32428

Website: [www.washingtonfl.com](http://www.washingtonfl.com)  
Phone Questions: (850) 638-6058  
Email Questions: [kshaw@washingtonfl.com](mailto:kshaw@washingtonfl.com)

**NOTICE:**  
**the County has issued the following Procurements:**

**5.09: Competitive Sealed Proposals**

**To obtain additional copies, contact Karen Shaw, Washington County Grants  
Coordinator at (850) 638-6058.**

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**APPENDICES: REQUIRED DOCUMENTS AND CERTIFICATONS:**

Proposal Transmittal Form (to be on Proposer’s Letterhead) A-1

Checklist of Required Forms, Documents, Certifications B-1

Required Forms and Certifications C-1 – C-13

Draft Contract Document D-1

**EXHIBITS:**

Legal Advertisement E-1

## **INTENT, DESCRIPTION OF WORK, AND BACKGROUND**

The Washington County Board of County Commissioners (“Board”) is seeking Proposals from qualifying consulting firms (the “Proposer”) to provide professional services (“Professional Services”) for a planning consultant to identify specific sites that could be acquired in Washington County, with concentration on providing a centralized wastewater treatment plant for three key areas of the County recently identified by the Strategic Sites Inventory (SSI) Program funded through Enterprise Florida in 2017 (“2017 Strategic Sites Inventory.”)

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.

Proposers interested in providing Services are instructed to submit one (1) original, three paper (3) copies, and one (1) CD of its Proposal, in accordance with this RFQ, no later than **March 22, 2019 @ 3:00 p.m. CST** to Washington County Grants Coordinator, Attn: Karen Shaw, 1331 South Blvd Chipley, FL 32428.

Proposals received after this date and time will not be considered and shall be returned unopened.

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

**ADA –Special Accommodations:** Any person requiring accommodations due to a disability should call the Washington County Grants Department at (850) 638-6058 at least five (5) working days prior to any pre-response Conference, response opening, or meeting.

The RFQ and any addenda issued are available on the Washington County website at [www.washingtonfl.com](http://www.washingtonfl.com) or by contacting the the Washington County Grants Department at (850) 638-6058. All questions pertaining to this RFQ should be submitted in writing in accordance with RFQ instructions.

### **Description of Work:**

The Washington County Board of County Commissioners (“Board”) requires a planning consultant that will prepare a Comprehensive Water and Sewer Plan that identifies potential water and wastewater facilities treatment sites or the general vicinity for consideration in identifying specific sites that could be acquired in Washington County, with concentration on providing a centralized wastewater treatment plant for three key areas of the County recently identified by the expanded Strategic Sites Inventory (SSI) Program funded through Enterprise Florida in 2017 (“2017 Strategic Sites Inventory”). Grantee shall conduct a minimum of two public workshops, prepare proposed amendments to the Washington County comprehensive plan to incorporate the Comprehensive Water and Sewer Plan, and conduct two public hearings for transmittal of the proposed comprehensive plan amendments pursuant to section 163.3184, F.S.

## **Background:**

Upon learning of the expanded Strategic Site Inventory (SSI) Program funded through Enterprise Florida, the Washington County Board of County Commissioners unanimously agreed in March, 2018 on the importance of developing a Comprehensive Water and Sewer Plan that concentrates on three key areas of Washington County identified by the SSI Program.

This Plan is vital to creating an economically viable County. Washington County is currently designated as one of Florida's Rural Areas of Opportunity (RAO), formerly known as the Rural Area of Critical Economic Concern (RACEC), which notes that the County is "struggling to maintain, support or enhance job creating activity or to generate revenues for education and other critical government services such as infrastructure, transportation and safety." As the Executive Order further notes, these challenges "threaten both the well-being and viability" of Washington County.

## **SECTION 1.0. STANDARD TERMS AND CONDITIONS (STAC)**

Conformity and adherence to the terms and conditions of this RFQ shall be a consideration by the Board as part of its process.

### **1.1. Definitions**

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

1.1.1 **Award** means the determination of a successful Proposer(s) in response to this RFQ, resulting in an offer of a Contract to perform the services pursuant to the RFQ and the proposal.

1.1.2. **Board** means the governing body of Washington County; the Washington County Board of County Commissioners.

1.1.3. **Contract** means the legally enforceable document agreed to and signed by the Board and successful Proposer(s) (collectively referred to as the "Parties"), which is attached hereto as Appendix D and incorporated herein by reference.

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

1.1.5. **Proposer** means any firm, individual or organization submitting a proposal in response to this RFQ.

1.1.6. **Successful Proposer or Planning Consultant** means a Proposer who is awarded a Contract as a result of its proposal submitted in response to this RFQ.

## **1.2. Issuance of Addenda**

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

## **1.3. Florida Public Records Law and Confidentiality**

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

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

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

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

#### **1.4. Right to Protest**

Any Proposer who desires to formally protest shall follow the procedures outlined in the Board's Purchasing Policy, incorporated herein by reference.

#### **1.5. Requests for Clarification and Assistance**

All inquiries and questions concerning this RFQ must be in writing (e-mail is acceptable) and received in accordance with Section 3.0, Schedule of Events and must be directed to:

Washington County Grants Department  
Attn: Karen Shaw  
1331 South Blvd Chipley, FL 32428  
kshaw@washingtonfl.com

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

Any questions relative to interpretation of the solicitation or the Proposal process shall be addressed in writing as indicated in the Schedule of Events below. Questions received after the cut-off date as specified in the Schedule will not be considered.

#### **1.6. ADA - Special Accommodations**

Any person requiring special accommodations due to a disability should call the Board at least five (5) working days prior to any pre-response conference, response opening, or meeting.

#### **1.7. Proposer's Responsibility**

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

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

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

**1.8. Indemnification and Hold Harmless (ref: Appendix C-1)**

1.8.1. The Proposer agrees to indemnify and hold the Board harmless for any and all claims, liability, losses and causes of action that may arise out of its fulfillment of the Contract. It agrees to pay all claims and losses, including related court costs and reasonable attorneys' fees, and shall defend all suits filed due to the negligent acts, errors or omissions of the Proposer employees and/or agents.

1.8.2. In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the Proposer's failure to purchase or maintain the required insurance, the Proposer shall indemnify the Board from any and all increased expenses from such delay.

1.8.3. The first ten dollars (\$10.00) of remuneration paid to the Proposer is for the indemnification provided above.

**1.9. Board Rights**

1.9.1. The Board reserves the right to reject any Proposal as Nonresponsive or to reject all Proposals and cancel or reissue this solicitation.

1.9.2. The Board may waive informalities and negotiate with the apparent most qualified Proposer.

1.9.3. The Board reserves the right to withdraw this RFQ at any time prior to final award and execution of a Contract.

1.9.4. No Proposer is guaranteed any amount of work even if the Board enters into a Contract with the Proposer.

1.9.5. The Board has the right to request any necessary clarifications or Proposal data without changing the terms of the RFQ.

1.9.6. All expenses involved in the preparation, submission, and participation in the selection and contracting process pursuant to this RFQ shall be borne solely by the Proposers. No payment will be made for any Proposals received or for any other effort required of, or made by, the Proposers prior to Contract commencement and approval of a work authorization.

**1.10. Public Entity Crimes (ref: Appendix C-2)**

As required by section 287.133 (2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal or contract to provide any goods or services to a public entity, may not submit a proposal or contract with a public entity for the construction or repair of a public building or a public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with a public entity in excess of the threshold amount provided in section 287.107, Florida Statutes for CATEGORY TWO (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list. Any person must notify the Board within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person.

**1.11. Small, Minority and Woman-Owned Business Enterprise**

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

**1.12. Equal Employment Opportunity/Affirmative Action (ref: Appendix C-3)**

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

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

**1.13. Drug Free Workplace (ref: Appendix C-4)**

1.13.1. The Board certifies that it is a Drug Free Workplace.

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

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

a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

b. Inform employees about the dangers of drug abuse in the workplace, the businesses' policy of maintaining a drug-free workplace, available drug counseling,

rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.

c. Give each employee engaged in providing the commodities or contractual services that are under this RFQ a copy of the statement specified in subsection (a) above.

d. In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under this RFQ, the employee will abide by the terms of the statement and will notify the employee of any conviction of, a plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or any controlled substance of the United States or any state, for violation occurring in the work place no later than five (5) days after such conviction.

e. Impose a sanction, on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

#### **1.14. Conflicts of Interest (ref: Appendix C-5)**

The Board may disqualify any Proposer determined to have a conflict of interest prohibited under Part III, Chapter 112, Florida Statutes. All awards hereunder are subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose with its proposal whether any officer, director, employee or agent is also an officer or an employee of the Board.

#### **1.15. Non-Collusion (ref: Appendix C-6)**

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

#### **1.16. Ethical Business Practices (ref: Appendix C-7)**

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

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

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

1.16.4. A Proposer is required to certify an Ethics Clause and submit with its Proposal.

### **1.17. Subcontracting (ref: Appendix C-8)**

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

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

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

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

### **1.18. Withdrawal or Modification of Proposals**

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

### **1.19. Status Of Contractor**

The Proposer shall, at all times relevant to a contract as a result of this RFQ, be an independent contractor and in no event shall the Proposer, nor any employees or sub-contractors under it, be considered to be employees of the Board.

### **1.20. Registered to Do Business in the State of Florida**

A Proposer seeking to do business with the Board shall, at the time of submitting a proposal, be registered with the Department of State in accordance with the provisions of Chapter 605, 607, 608, 617 and/or 620 Florida Statutes; similarly, partnerships seeking to do business with the Board shall, at the time of submitting a proposal, have complied with the applicable provision of Chapter 620, Florida Statutes. For further information on required filing and forms, please go to the following sites <http://sunbiz.org/index.html> or <http://www.dos.state.fl.us/doc/index.html> The Proposer shall be licensed to do business in the State of Florida and the Proposer and employees assigned to the Contract shall hold all necessary and required professional licenses and certificates to perform required services.

### **1.21. Debarment and Suspension (ref: Appendix C-9)**

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

**1.22. Employment Eligibility Verification (ref: Appendix C-10)**

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

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

**1.23. Venue**

Venue for all actions arising under the RFQ and subsequent Contract shall lie in Washington County, Florida, United States. Any dispute between the parties shall be finally resolved without the aid of jury ( a non-jury trial) by a judge of the 14th Judicial Circuit sitting in Washington County, Florida.

**1.24. Construction**

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

**1.25. Order of Precedence**

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

- a. Laws of Florida.
- b. Contract.
- c. RFQ and all of its addendums and attachments.
- d. Successful firm’s proposal.

**1.26. Term of the Contract and Termination**

1.26.1. The term of the Contract shall begin no sooner than the later of the dates executed by both Parties and shall be effective for a period of one (1) year from the effective date. The Contract may, by mutual assent of the parties, be extended TWO (2) additional TWELVE (12)

month periods or portions thereof, up to a cumulative total of THREE (3) years. The Board reserves the right to re-negotiate rates based on current market conditions.

1.26.2. The Board may terminate the Contract without cause immediately upon certified presentation of written notice. Presentation can be by certified mail (return receipt requested) or signed, hand delivered receipt from a process server (private or Sheriff's Deputy).

**1.27. Insurance Requirements (ref: Appendix C-11 and D, Contract)**

1.27.1. Prior to commencing Services, the Proposer(s) shall procure and maintain at its own cost and expense for the duration of the Contract insurance against claims for injuries to person or damages to property, which may arise from or in connection with the performance of the work or Services hereunder by the Proposer, his agents, representatives, employees or subcontractors. Specific insurance requirements are set forth in the Contract terms which are hereby incorporated into this RFQ.

1.27.2. Verification of Coverage (ref: Appendix C-11)

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

1.27.3. Subcontractors

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

**SECTION 2.0. CONE OF SILENCE**

2.1. A Cone of Silence will be in effect for this RFQ beginning with the advertisement date listed in Section 3.0 hereof and through issuance of a Notice of Award.

2.2. In accordance with the Washington County Purchasing Policy, to ensure fair consideration for all Proposers the Board prohibits communication to or with any officer, member, elected official, department, office or employee of the Board during the solicitation process from the date of advertisement of the RFQ through notice of award, except as provided below.

2.3. All requests for interpretations or clarifications shall be in writing, addressed to the Board as provided in section 1.5 hereof, to be given consideration. All such requests for interpretations or clarifications must be received in writing in accordance with Section 3.0, Schedule of Events. Any interpretation made to prospective Proposers will be expressed in the form of an addendum to the solicitation which, if issued, will be conveyed in writing to all prospective Proposers no later than five (5) days prior to the date set for receipt of Proposals. Such written addenda shall be binding on the Proposers and shall become a part of the RFQ

Document(s). No oral interpretations of this RFQ, the scope of services, or the Contract will be provided.

**SECTION 3.0. SCHEDULE OF EVENTS**

The following is the scheduled sequence of events with important dates and times where known. Dates are subject to change by the Board at their sole discretion. If the Board determines that it is necessary to change these dates/times prior to the Proposal due date, the change will be announced via an addendum.

<b>ACTION</b>	<b>DATE</b>
RFQ Released	February 18, 2019
Cut-Off date for Questions	March 15, 2019
Responses to Technical Questions Provided	March 15, 2019
Responses Due and Opened	March 22, 2019
Evaluation of Proposals	March 27, 2019
Oral Presentations*	March 28, 2019
Final Scoring/Ranking/Selection by Board	April 25, 2019
Posting of Intent to Award	April 25, 2019
Board Consideration of Intent to Award and Approval to Negotiate Contract	April 25, 2019
Contract Negotiations Begin	April 26, 2019
Board Approval of Award and Contract	April 25, 2019
Anticipated Beginning of Work	May 3, 2019

\*The Board reserves the right to eliminate oral presentations and award based upon the evaluations of written Proposals only.

\*\*All times listed are in central standard time.

**SECTION 4.0. SCOPE OF SERVICES AND TECHNICAL REQUIREMENTS**

4.1. The Planning Consultant shall provide professional planning services for the Board, through the Board, as needed and in accordance with Florida law.

4.2. The Planning Consultant shall report to the County Administrator. The Planning Consultant shall also be required to coordinate as necessary with other consultants hired by the Board.

4.3. The Planning Consultant shall advise the Board and prepare necessary documentation while working in conjunction with other professionals engaged by the Board. The Planning

Consultant shall provide the Board with an analysis of bids received by the Board for other professional services and make recommendations as to the best bids to achieve Board objectives.

4.4 The Planning Consultant shall further perform those services outlined in the Scope of Services contained within Section 3.0 of the Contract entitled “Scope of Services to Be Performed by Consultant, Performance Schedule,” as implemented by a duly issued Work Authorization.

4.5. The anticipated hours will be variable although the Board generally meets monthly. Coordination with the County Administrator will be by mutual agreement.

#### **SECTION 5.0. PROPOSAL RESPONSE REQUIREMENTS**

5.1. Proposers shall construct their Proposals in the following format as outlined below in two separate binders and a tab must separate each section as prescribed.

5.2. The Proposal and all attachments shall be bound and submitted in a sealed envelope (or other packaging), provide one (1) original, so identified, three (3) complete paper copies, and one (1) CD copy of the Proposal for services defined herein for the term of the contract.

5.3. Failure to provide the required copies, adhere to the required format, or to provide any information required in this RFQ may result in a Proposal being deemed Nonresponsive and rejected from consideration.

#### **TAB 1 – EXECUTIVE SUMMARY**

- Provide a brief summary of the firm, with general description of the firm background, work history, awards, major accomplishments, etc.
- Statement demonstrating the firm’s or individual’s understanding as to the Board's needs relative to the this RFQ, including a typical project approach and a statement as the firm’s commitment to use the most current tools and technology available to provide the Professional Services.
- Include:
  - Address of the office from which work is to be performed.
  - A listing of the professional services to be offered.
  - The name of the person(s) who will be authorized to make representations for the Proposer, their title(s), address(es), and contact numbers.
  - Provide proof that Proposer’s business is licensed, permitted and/ or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

- MBE State Certification (if applicable)

*This executive summary should be no more than 10 (ten) pages.*

**TAB 2 – ABILITY OF PERSONNEL**

Provide an organizational profile of the firm and a listing of key personnel who will be assigned to provide the Professional Services. Include each individual's name, function with the firm, years of experience with the firm, education, and years of experience specific to the Professional Services being offered. Professional resume and any professional certificates or licenses held should be included for each individual listed.

**TAB 3 – EXPERIENCE OF FIRM AND REFERENCES (ref: Appendix C-12)**

- Provide a detailed list and examples of relevant experience and qualifications for the Professional Services being offered.
- Permitting: provide a description of the firm's experience in dealing with federal, state, and local permitting and regulatory agencies.
- Provide at least three (3) projects completed within the last five (5) years of the same or a similar nature of the Professional Services being offered. Include a project description, location name of project manager, scheduled and actual completion date, anticipated and actual cost of the project and client contact information familiar with the project. If available, include if project was federal or state funded.

**TAB 4 – CURRENT AND PROJECTED WORKLOAD**

Provide current and projected description of current workload. Provide a description of the Proposers ability to meet the Project deadlines established in Section 3.0 hereof.

**TAB 5 – SUBCONTRACTORS (ref: Appendix C-8)**

Name ALL subcontractors (to include prime and sub-contractors) that will potentially be used on this project and the services to be provided.

**TAB 6 – FEE PROPOSAL**

Proposers shall provide a fee proposal specifying a fee structure or rate for the services to be provided. The fee proposal shall include all related costs to be charged to the Board including but not limited to costs incurred for travel, lodging, copies, telephone charges, research, etc.

If an hourly fee schedule is proposed, provide a detailed breakdown of rates charged by the applicable employees, agents, and other personnel who will be performing the services provided.

**TAB 7 - REQUIRED DOCUMENTS AND CERTIFICATIONS**

- a. MBE State Certification Documentation, if applicable.
- b. All other required documents and certifications included in the Appendices to this RFQ.

**TAB 8 – EXCEPTIONS**

Provide a list and explanation as to any exceptions to any of the terms and conditions contained in the Contract for Professional Services in this RFQ as Appendix D. Failure to note an exception and explanation on a particular Contract term shall make such terms non-negotiable during competitive negotiation.

**5.3. Instructions to Proposers.**

5.3.1. The Proposal should address the requirements in a clear and concise manner in the order stated herein.

5.3.2. Proposals must be tabbed as follows and must include the information/documents specified in the applicable tab. Proposals that do not adhere to the following format or include the requested information/documents may be considered incomplete and therefore unresponsive by the Board.

5.3.3. The Board reserves the right to seek additional/supplemental representation on specific issues as needed.

5.3.4. Proposals must be typed. No changes in or corrections to proposals will be allowed after the proposals are opened.

5.3.5. The signer of the Proposal must declare that the Proposal in all respects is fair and in good faith without collusion or fraud, and that the signer of the proposal has the authority to bind the principal Proposer.

5.3.6. The Board shall not be liable for any costs incurred by Proposer prior to entering into a contract. Therefore, all Proposers are encouraged to provide a simple, straightforward, and concise description of their ability to meet the RFQ requirements.

5.3.6.1. If submitted by mail, the Proposal submittal shall be enclosed in a sealed envelope addressed to the Board, at the address listed below. Proposals submitted by mail be received in the office of the Board by the time specified herein for the opening thereof. Proposals by email or fax will not be accepted.

5.3.6.2. Please be advised that United States Postal Service (USPS) Express and Priority service classes, are delivered to the Board once daily. Accordingly, in order for a submission to be received by the office of the Board when the services of the USPS are used, a proposer or bidder is responsible for ensuring that their submittal is transmitted in such manner as necessary for the USPS to receive, sort, and deliver to the Board the submittal due date and time.

5.3.6.3. When using the USPS or any other mail delivery services, it is the sole responsibility of the Proposer to ensure that Proposals are received in the office of the Board by the due date and time. The Board shall not be responsible for delays caused by any occurrence. All Proposals shall be mailed or delivered to the office of the Board at the address listed below. Sealed Proposals are to be addressed as follows:

Washington County Grants Department  
Attn: Karen Shaw  
1331 South Blvd., Chipley, FL 32428

## **SECTION 6.0. PROPOSAL DUE DATE AND TIME, OPENING**

**6.1. Proposal Due Date:** Sealed proposals must be received by Karen Shaw at the above listed address, or her designee, not later than 3:00 pm, Central Standard Time, on March 22, 2019. Proposals received after this date and time will not be considered.

**6.2. Public Opening:** Proposals will be opened and announced publicly at the Board Conference Room, on the due date and time as specified in Section 3.0 hereof. The public may attend the public opening, but may not immediately review any Proposals submitted. The names of Proposers only will be read aloud at the time of opening. Pursuant to Section 119.071(1)(b), Florida Statutes, all Proposals submitted shall be subject to review as public records upon notice of an intended award pursuant to this RFQ (or a reissued RFQ covering the same services) or thirty (30) days from opening, whichever is earlier. Unless a specific exemption exists, all documents submitted will be released pursuant to a valid public records request.

**6.3. Validity:** All Proposals shall remain valid for a period of ninety (90) days from the date of the public opening and may be extended beyond that time by mutual agreement.

## **SECTION 7.0. EVALUTION OF PROPOSALS AND SELECTION PROCESS**

**7.1.** Proposals to this RFQ that satisfy the required qualifications and are deemed to be responsive and responsible shall be ranked by the Board. The Board may utilize other Board staff and/or consultants who are not members to advise and assist the Board in its review of the Proposals.

**7.2.** Responses to this RFQ not meeting the requirements specified herein will be considered non-responsive or not responsible, as applicable. The Board reserves the right to reject any and all responses or waive any minor irregularity or technicality in responses received. Respondents are cautioned to make no assumptions unless their response has been deemed responsive.

**7.3.** The Board will evaluate the Proposals that are responsive to the requirements of this RFQ using the following weighted criteria:

<b>CRITERIA</b>	<b>MAXIMUM POINTS</b>
a. Executive Summary (Tab 1)	5
b. Ability of Personnel (Tab 2)	25
c. Experience of Firm and References (Tab 3)	25
d. Availability of Workload and Willingness to Meet Time Requirement (Tab 4)	15
e. Fee Proposal	20
f. MBE State Certification	5
g. Oral Presentations (if requested)	5
<b>Total</b>	<b>100 (95 if no Oral Presentations conducted)</b>

7.4. The preceding criteria shall be used to evaluate Proposals and select the successful Proposer for recommendation of award.

7.5. It is anticipated that the Board will approve entering a contract with the top ranked firm(s), in order of precedence, in accordance with the Board's Procurement Policy. The Board may also elect to enter into a Contract with more than one of the Proposers.

7.7. The Board reserves the right to request that the Proposer provide additional information it deems necessary to evaluate, clarify, or substantiate any area contained in each submitted Proposal and to more fully meet the needs of the Board. Moreover, the Board reserves the right to make investigations of the qualifications of the Proposer as it deems necessary, including, but not limited to, a criminal background investigation.

7.8. Reserved Rights: The Board, at its sole and absolute discretion, reserves the right to reject any and all, or parts of any and all proposals, to re-advertise this solicitation, postpone or cancel, at any time, this solicitation process, or to waive minor irregularities and informalities in this RFQ or in the proposal received as a result of this RFQ. The Board does not guarantee the award of any contract as a result of this solicitation process.

## **SECTION 8.0. INTENT TO AWARD AND CONTRACT EXECUTION**

8.1. The Board reserves the right to incorporate the successful proposal into the Contract. Failure of a firm to accept this obligation may result in the cancellation of the award.

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. The Contract shall include all terms and conditions of this RFQ, any addenda, response, and the contract issued as a result of this RFQ.

8.3. The selected Proposer will be required to assume responsibility for all services offered in the proposal. The Board will consider the selected firm to be the sole point of contact with regard to contractual matters, including payment on any or all charges.

**8.4.** Unless such time is extended by the Board, the successful Proposer shall, within thirty (30) calendar days after Notice of Award is issued by the Board, sign and enter into a contract with the Board, and shall simultaneously provide any required bonds, indemnities and insurance certificates.

**REQUEST FOR QUALIFICATIONS FOR PLANNING CONSULTING  
SERVICES**

**APPENDICES A-C**

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

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

This Proposal in response to RFQ \_\_\_\_\_, is submitted by the below named firm/individual by the undersigned authorized representative.

\_\_\_\_\_  
(Firm Name)

BY \_\_\_\_\_  
(Authorized Representative)

\_\_\_\_\_  
(Printed or Typed Name)

ADDRESS \_\_\_\_\_

\_\_\_\_\_

TELEPHONE \_\_\_\_\_

E-MAIL \_\_\_\_\_

FEID # \_\_\_\_\_

**LISTING OF ANY CERTIFICATIONS OR LICENSES HELD:**

NAME: \_\_\_\_\_ NUMBER: \_\_\_\_\_

NAME: \_\_\_\_\_ NUMBER: \_\_\_\_\_

NAME: \_\_\_\_\_ NUMBER: \_\_\_\_\_

**ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)**

Addendum #1 dated \_\_\_\_\_ Initials \_\_\_\_\_

Addendum #2 dated \_\_\_\_\_ Initials \_\_\_\_\_

Addendum #3 dated \_\_\_\_\_ Initials \_\_\_\_\_

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

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

- \_\_\_\_ A. Completed Proposal Response Cover Sheet with Signature (Appendix A)
- \_\_\_\_ B. Checklist of Required Forms, Documents, Certifications (Appendix B)
- \_\_\_\_ C. FORMS (Appendix C)
  - \_\_\_\_ 1. Indemnification and Hold Harmless
  - \_\_\_\_ 2. Public Entity Crimes Sworn Statement
  - \_\_\_\_ 3. Equal Employment Opportunity/Affirmative Action Statement
  - \_\_\_\_ 4. Drug Free Workplace Certification
  - \_\_\_\_ 5. Disclosure Statement, Conflicts of Interest Disclosure
  - \_\_\_\_ 6. Non-Collusion Affidavit
  - \_\_\_\_ 7. Ethics Clause Certification
  - \_\_\_\_ 8. List of Proposed Subcontractors and Services to be Performed
  - \_\_\_\_ 9. Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions
  - \_\_\_\_ 10. E-Verify Compliance Certification
  - \_\_\_\_ 11. Required Policy Endorsements and Documentation (Insurance Verification)
  - \_\_\_\_ 12. References/Conflicts
  - \_\_\_\_ 13. Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements
- \_\_\_\_ D. Contract Documents (Appendix D)

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

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

Signed: \_\_\_\_\_

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

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

Firm: \_\_\_\_\_

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

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

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

1. This sworn statement is submitted to the Washington County Board of County Commissioners

By : \_\_\_\_\_  
[Print individual's name and title]

for \_\_\_\_\_  
[Print name of entity submitting sworn statement]

Whose business address is:

\_\_\_\_\_

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

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).

\_\_\_\_\_ .

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime: or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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- 5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
  
- 6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However there has been a subsequent proceeding before a hearing a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted contractor list. [Attach a copy of the final order.]

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

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

Sworn to and subscribed before me this \_\_\_\_\_ day of, 2018.

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_  
(Type of identification)

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

Notary Public - State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

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

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

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

Signed: \_\_\_\_\_

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

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

Firm: \_\_\_\_\_

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

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

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

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under this solicitation a copy of the statement specified in subsection (1) above.
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under this solicitation, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.
- 5) Impose a sanction, on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR \_\_\_\_\_ TITLE \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

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

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

Names of Officer, Director, Employee or Agent that is also an Officer or Employee of the Washington County Board of County Commissioners.

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

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Company

\_\_\_\_\_

Date

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

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

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

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

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

a, \_\_\_\_\_ formed under the laws of \_\_\_\_\_  
(Type of Business) (State or Province)

of which he is . \_\_\_\_\_  
(Sole partner, president, etc.)

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

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

\_\_\_\_\_  
AFFIANT'S NAME

\_\_\_\_\_  
AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this \_\_\_\_\_ day of 20\_\_.

Personally Known \_\_\_\_\_ or Produced Identification \_\_\_\_\_

Type of Identification \_\_\_\_\_

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

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

**APPENDIX C-7  
ETHICS CLAUSE**

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Authorized Individual

\_\_\_\_\_  
Name of Company/Organization

\_\_\_\_\_  
Address of Company/Organization

\_\_\_\_\_

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

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

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

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
  - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
  
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
  
- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contractor/Firm

\_\_\_\_\_  
Address

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

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

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

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



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

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

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

**REFERENCES**

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

<b>Company Name:</b>	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

<b>Company Name:</b>	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

<b>Company Name:</b>	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	

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Service Dates:	
----------------	--

<b>Company Name:</b>	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

**CONFLICTS, IF APPLICABLE**

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature/Authorized Certifying Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name and Title

**APPENDIX D**

**DRAFT CONTRACT**

## CONSULTING SERVICES AGREEMENT

This Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Washington County Board of County Commissioners, a legal entity and public body, whose principal place of business is at 1331 South Blvd., Chipley, FL 32428 (the “Board”), and \_\_\_\_\_ whose principal place of business is at \_\_\_\_\_ (the “Consultant”), whose Federal I.D. number is \_\_\_\_\_, in connection with Request for Qualifications No. 19-1 and the professional planning services set forth therein.

### W I T N E S S E T H

**WHEREAS**, the Board has pursued certain professional planning consultant services pursuant to RFQ No. 19-1; and

**WHEREAS**, the Board desires to obtain the professional planning services of the Consultant for a term of one (1) year with two (2) optional one (1)-year renewal periods, to assist with the development of a comprehensive sewer and water plan;

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

1.0 Consultant’s Responsibility

Consultant shall provide to the Board continuing professional planning services for the duration of the Contract.

2.0 Term

1.1 This Agreement shall take effect on the date of its execution by the Chairman of the Board.

1.2 The term of this Agreement shall commence on \_\_\_\_\_ and continue until \_\_\_\_\_, unless otherwise terminated as provided herein.

1.3 [INSERT ANY RENEWALS]

3.0 Scope of Services to Be Performed by Consultant, Performance Schedule

3.1 Consultant shall perform the following services:

- a. Prepare a Comprehensive Water and Sewer Plan that identifies potential water and wastewater facilities treatment sites with concentration on providing a centralized wastewater treatment plant for three key areas of the County recently identified by the expanded Strategic Sites Inventory (SSI) Program funded through Enterprise Florida in 2017 ("2017 Strategic Sites Inventory").
- b. Conduct a minimum of two public workshops, prepare proposed amendments to the Washington County comprehensive plan to incorporate the Comprehensive Water and Sewer Plan, and conduct two public hearings for transmittal of the proposed comprehensive plan amendments pursuant to section 163.3184, F.S.

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

3.3 The Consultant is not authorized to provide services or materials to the Board or undertake any project or work provided for in this Agreement prior to the Board having first issued a Work Authorization (“WO”) or Notice to Proceed. Consultant recognizes that the Board may employ several different Consultants to perform the work described and that the Consultant has not been employed as the exclusive agent to perform any such services.

3.4 When the Consultant and the Board enter into an SA where the term of the SA expires on a date that is later than the date that this Agreement expires, the Consultant and the Authority agree that the terms of this Agreement and any amendments, attachments or provisions thereof are automatically extended until the expiration or full completion of the requirements of the SA have been performed. Cancellation by the Board of any remaining work prior to the full completion of the requirements of the SA shall cause the terms of this Agreement to terminate at the same time. This provision only applies when the expiration of the SA extends beyond the expiration of this Agreement. It does not apply when a SA expires or is cancelled prior to the expiration of this Agreement.

#### 4.0 Compensation

##### 4.1 General

4.1.1 The Board shall pay Consultant in accordance with the following Project

Fee schedule: **[TO COME]**

4.1.2 Invoices must reference the applicable Contract and WO number and should further include Consultant’s name, address, contact information, dates of service, quantities of materials and descriptions of work performed, as applicable.

4.1.3 Each individual invoice shall be due and payable forty-five (45) days after receipt by the Board of correct, fully documented, invoice, in form and substance satisfactory to the Authority with all appropriate cost substantiations attached. All invoices shall be delivered to:

Karen Shaw, Washington County Grants Coordinator  
1331 South Blvd. Chipley, FL 32428

4.1.4 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 Board. This certifies that all services have been properly performed and all charges and costs have been invoiced to the Board. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the Consultant.

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

4.1.6 If compensation is based upon time and materials, invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. If compensation is based upon a lump sum price, invoices shall be accompanied by tasks and percentage of work. Additional documents may be requested by the Board and, if so requested, shall be furnished by Consultant to the Board Clerk's satisfaction.

4.1.7 Project manager or designated payroll officer shall, by affidavit, attest to the correctness and accuracy of time charges and requested reimbursements.

## 4.2 Reimbursables

4.2.1 All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement, if any, shall include copies of paid receipts, invoices or other documentation acceptable to the Board Clerk. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Services described in this Agreement.

4.2.2 Reimbursable Expenses are the actual, pre-approved, expenses incurred

directly in connection with this Agreement (including any applicable SA), and include:

- Overnight Deliveries
- Reproduction
- Sub-Consultant
- Long Distance Telephone Calls
- [INSERT OTHERS AS APPLICABLE]

4.2.3 Mileage shall be reimbursed in accordance with Section 112.061, F.S., and the Board policy for pre-approved travel outside of Washington County (excluding travel from home offices located outside of Washington County).

4.2.4 All Reimbursable Expenses, including subcontractors, shall be reimbursed at cost.

4.2.5 Pre-approved travel costs shall be reimbursed in accordance with Section 112.061, F.S..

4.2.6 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the Board upon completion of the work for which the asset was utilized. All such assets must be surrendered by delivery to the \_\_\_\_\_ offices upon demand, termination of the Agreement, or the conclusion of the project, whichever occurs first.

4.2.7 Consultant shall maintain a current inventory of all such assets.

## 5.0 Insurance

5.1. During the life of the Contract the Consultant shall provide, pay for, and maintain, with companies satisfactory to the Board, 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 the Board, the insurance coverages and limits required must be evidenced by properly executed Certificates of Insurance on forms which are acceptable to the Board. 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 Board, on a timely basis, if required by the Board.

These Certificates and policies shall contain provisions that thirty (30) days' written notice by registered or certified mail shall be given the Board 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 Board applicable to this Project.

5.2. The acceptance by the Board 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 Board 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.

5.3. Before starting and until acceptance of the work by the Board, Consultant shall maintain insurance of the types and to the limits specified in paragraph 5.7 entitled "Required Insurance." Consultant shall require each of its subcontractors and subcontractors to procure and maintain, until the completion of that subcontractor's or subcontractor's work, insurance of the types and to the limits specified in paragraph 5.7, unless such insurance requirement for the subcontractor or subcontractor is expressly waived in writing by the Board. Said waiver shall not be unreasonably withheld upon Consultant representing in writing to the Board that Consultant's existing coverage includes and covers the subcontractors 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 5.7. 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 the Board 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.

5.4. If any insurance provided pursuant to this Contract expires prior to the completion of the work, renewal Certificates of Insurance and, if requested by the Board, certified, true copies of the

renewal policies shall be furnished by Consultant thirty (30) days prior to the date of expiration. Should at any time the Consultant not maintain the insurance coverages required in this Contract, the Board 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 Board 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 Board to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Contract.

5.5. Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the Board'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 Board's Representative, nor shall the 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.

5.6. 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.

5.7. 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, \$1,000,000.00 Disease, policy limits, \$1,000,000 Disease each employee.
- 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 Board. The Board may require the Consultant to provide a higher level of coverage for a specific project and time frame.
- f. The Board shall be named as an additional insured with respect to Consultant's liabilities hereunder in insurance coverages identified in Paragraphs c., d., and e. The Covered Entity, its officials, employees, agents, and volunteers are to be covered as an additional insured with an 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 Consultant. The coverage shall contain no special limitation on the scope of protection afforded to the Covered Entities, their officials, employees, agents, and volunteers.
- 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 the Board during the term of this Contract. The Board will not pay for

increased limits of insurance for subcontractors.

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

5.8. The Consultant, and its insurance carrier, waives all subrogation rights against the Covered Entity, its officials, employees, agents, 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 Board requires all policies to be endorsed with a Waiver of our Right to Recover from Others or equivalent.

## 6.0 Standard of Care

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

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

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

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

## 7.0 Indemnification

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

### 7.2 Indemnification.

7.2.1 Consultant shall indemnify, defend (by counsel reasonably acceptable to the Board) protect and hold the Board, and its officers, employees and agents, free and harmless from and against any and all, including, but not limited to, any claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses and expenses (including, without limitation, attorney's fees

and costs during negotiation, through litigation and all appeals therefrom), or death of or injury to any person or damage to any property whatsoever, arising out of or resulting from (i) the failure of Consultant to comply with applicable non-conflicting laws, rules or regulations, (ii) the breach by Consultant of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Consultant's performance of this Agreement, or (iv) the negligent act, errors or omissions, or intentional or willful misconduct, of Consultant, its sub-Consultants, agents, employees and invitees; provided, however, that Consultant shall not be obligated to defend or indemnify the limitation, attorney's fees with respect to any such claims or damages arising solely out of the Board's negligence.

7.2.2 The Board's review, comment, and observation of the Consultant's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

7.2.3 Consultant agrees that it bears sole legal responsibility for its work and work product, and the work and work product of subcontractors and their employees, and/or for Consultant's performance of this Agreement and its work product(s).

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

## 8.0 Independent Contractor

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

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

8.3 Consultant shall work closely with the Board in performing Services under this Agreement.

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

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

9.0 Authority to Practice

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

10.0 Compliance with Laws

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

11.1 Subcontracting

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

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

## 12.0 Federal and State Taxes

12.1 The Board is exempt from payment of Florida state sales and use taxes. Upon request, the Board will provide an exemption certificate to Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill its obligations pursuant to this Contract, nor is the Consultant authorized to use the Board's tax exemption number in securing such materials.

12.2 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.

## 13.0 Public Entity Crimes

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

## 14.0 Board's Responsibilities

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

## 15.0 Termination of Agreement

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

15.2 This Agreement may be terminated by the Board with or without cause immediately upon written notice to the Consultant.

15.3 Unless the Consultant is in breach of this Agreement, the Consultant shall be paid for services rendered to the Board's satisfaction through the date of termination.

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

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

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

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

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

15.5 The Consultant shall be paid for services actually rendered to the date of termination.

#### 16.0 Uncontrollable Forces (Force Majeure)

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

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

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

#### 17.0 Governing Law and Venue

17.1 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 Washington County, Florida, or the United States District Court, Northern District of Florida located in Leon County, Florida.

18.0 Non-Discrimination

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

19.0 Waive and Severability

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

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

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

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

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

20.0 Entirety of Agreement

20.1 The Board and the Consultant agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein.

20.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the Board and Consultant pertaining to the Services, whether written or oral.

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

21.0 Modification

21.1 The Agreement may not be modified unless such modifications are evidenced in writing signed by both the Board and Consultant. Such modifications shall be in the form of a written Amendment executed by both parties.

22.0 Successors and Assigns

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

22.2. The Board 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. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the Board which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Board and the Consultant.

23.0 Contingent Fees

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

#### 24.0 Truth-In-Negotiation Certificate

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

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

#### 25.0 Ownership of Documents

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

25.2 Consultant shall comply with public records laws embodied in chapter 119, Florida Statutes, and specifically shall:

25.2.1. Keep and maintain public records required by the Board in order to perform the Scope of Services described herein.

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

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

25.2.4. Transfer, at no cost, to the Board 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 Board, upon request from the Board, in a format that is compatible with the information technology systems of the Board. 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 Board.

25.2.5. If Consultant does not comply with a public records request, the Board 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: PUBLIC RECORDS, 1331 SOUTH BLVD., CHIPLEY, FL 32428.**

26.0 Access and Audits

26.1 Consultant shall maintain adequate records to justify all charges and costs incurred in performing the work for at least five (5) years after completion of this Agreement. The Board shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the Consultant's place of business.

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

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

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

27.0 Notice

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

As to the Board: Karen Shaw, Grants Coordinator  
1331 South Blvd., Chipley, FL 32428

As to Consultant: [TO COME]

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

27.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and the Board.

28.0 Service of Process

As to the Board: Karen Shaw, Grants Coordinator  
1331 South Blvd., Chipley, FL 32428

As to Consultant: [TO COME]

29.0 Key Personnel

29.1 Consultant shall notify the Board 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 the Board's request shall remove without consequence to the Board any subcontractor or employee of the Consultant and replace him/her with another employee having the required

skill and experience. The Board has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Name: Allen J. Massey, County Administrator

Name: Karen Shaw, Grants Coordinator

30.0. Appropriations

30.1 Consultant acknowledges that the Board, 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 Board's performance and obligation to pay under this agreement is contingent upon annual appropriation.

30.2 Consultant acknowledges that all funding for the Services outlined in Article 2 hereof is to be provided by the following grants awarded to the Board: (1) a \$35,000 State Funded Grant Agreement pursuant to chapter 2017-70, Laws of Florida, being administered by the Department of Economic Opportunity. As such, all payments due to Consultant are dependent and contingent on the Board's receipt of such grant funds.

31.0 Liquidated Damages

31.1 The parties hereto agree that liquidated damages will be assessed against the Consultant for Consultant's failure to meet the final deliverable date in the performance schedule in Section 3.0 of this Agreement at a rate of \_\_\_\_\_ per day.

32.0 Grant Conditions

32.1 **[INSERT ANY]**

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

(Signature Page Follows)

Attest:

Washington County Board of County  
Commissioners

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

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

Lora C. Bell, Clerk of Court, Washington County

Tray Hawkins, Chairman

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

SEAL

Attest:

COMPANY  
a \_\_\_\_\_ Corporation

By: \_\_\_\_\_  
Corporate Secretary

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

\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
[Print Name]

DATE: \_\_\_\_\_

\_\_\_\_\_  
[Title]

SEAL

DATE: \_\_\_\_\_

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

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

The foregoing instruments was acknowledged before me this

\_\_\_\_\_ By \_\_\_\_\_

(Date)

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

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

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

(Type of Identification)

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

Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_

(Date)

\_\_\_\_\_ Commission Number \_\_\_\_\_

(Official Notary Signature and Notary Seal)

\_\_\_\_\_ Commission Expiration Date \_\_\_\_\_

(Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

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

The foregoing instrument was acknowledged before me this

\_\_\_\_\_ By \_\_\_\_\_

(Date)

(Name of acknowledging partner or agent)

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

\_\_\_\_\_ as identification and did certify to have knowledge of the

(Type of Identification)

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

Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_

(Date)

\_\_\_\_\_ Commission Number \_\_\_\_\_

(Official Notary Signature and Notary Seal)

\_\_\_\_\_ Commission Expiration Date \_\_\_\_\_

(Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

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

The foregoing instrument was acknowledged before me this

\_\_\_\_\_ By \_\_\_\_\_

(Date)

(Name of acknowledging)

who personally appeared before me at the time of notarization, and is personally known to me or has produced \_\_\_\_\_ as identification and did certify to have knowledge

(Type of Identification)

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

Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_

(Date)

\_\_\_\_\_ Commission Number \_\_\_\_\_  
(Official Notary Signature and Notary Seal)

\_\_\_\_\_ Commission Expiration Date \_\_\_\_\_  
(Name of Notary typed, printed or stamped)

**EXHIBIT A**  
**WORK AUTHORIZATION FORM**

Work Authorization No. \_\_\_\_  
RFQ 19-1

Professional Services Agreement Between  
Washington County Board of County Commissioners

and

(Insert Planning Services Firm)

**A. SUMMARY OF SERVICES TO BE RENDERED**

This work authorization addresses the necessary financial services for Planner for a Comprehensive Sewer and Water Study.

Tasks associated with this project include [MUST Reference Section 3.1 as applicable]...

**B. PROJECT COST:**

PROJECT: XX XXX

	<b>Billed At</b>	<b>Number of Hours</b>	<b>Cost Extended</b>
Principal	\$\$	2	\$\$
Associate	\$\$	4	\$\$
Other	\$\$	6	\$\$

**LUMP SUM FEE: \$**

or

**NOT-TO-EXCEED FEE: \$**

The work to be provided hereunder is funded by \_\_\_\_\_ grant. All payments pursuant to this work authorization are contingent on the release and receipt of these grant funds.

**C. NOTICE/PROJECT MANAGER OF CONSULTANT**

**APPROVED**

**BY:** For the Board

For Planning Firm

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

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2019.

**APPENDIX E**  
**LEGAL ADVERTISEMENT**

**Washington County Board of County Commissioners**

**REQUEST FOR QUALIFICATIONS**

**RFQ No. 19-1 FOR:**

**PLANNER FOR COMPREHENSIVE SEWER AND WATER PLAN**

**Advertisement Begin Date/Time: February 18, 2019**

**Proposal Due Date/Time: March 22, 2019 @ 3:00 PM CST**

The Washington County Board of County Commissioners is seeking proposals from qualified planning consultants to prepare a Comprehensive Water and Sewer Plan that identifies potential water and wastewater facilities treatment sites or the general vicinity for consideration in identifying specific sites that could be acquired in Washington County, with concentration on providing a centralized wastewater treatment plant for three key areas of the County recently identified by the expanded Strategic Sites Inventory (SSI) Program funded through Enterprise Florida in 2017 ("2017 Strategic Sites Inventory").

Sealed proposals for the above-described services will be received at 1331 South Blvd. Chipley, FL 32428 until **March 22, 2019 at 3:00 PM Central Standard Time**, at which time the proposals will be opened and read aloud. Proposals received after said time will be returned unopened.

If you are interested in submitting a proposal, you **must** obtain the complete Request for Qualifications (RFQ) package, which contains additional information regarding this solicitation and instructions related to filing a proposal, from the Washington County website at [www.washingtonfl.com](http://www.washingtonfl.com) or by contacting Karen Shaw, Washington County Grants Coordinator, at (850) 638-6058.

All inquiries and requests for clarification concerning the RFQ shall be submitted in writing and in accordance with the RFQ. Verbal clarifications will not be provided.

The Board 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. The Board 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.

**ADA – Special Accommodations:** Any person requiring accommodations by the Board due to a disability should call Karen Shaw, Washington County Grants Coordinator, at (850) 638-6058 at least five (5) days prior to any pre-response conference, response opening, or meeting. If you are hearing or speech impaired, please contact Karen Shaw via the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).