

**C.R. 12 SOUTH SIDEWALK  
(FROM W.R. TOLAR SCHOOL TO C.R. 12A)**

**ENGINEERING SERVICES**

**REQUEST FOR PROPOSALS  
INFORMATION PACKAGE**

FDOT FPID #: 429856-2-38-01



**Liberty County Board of County Commissioners  
P.O. Box 399  
Bristol, FL 32321**

**This Entire Package Is For Convenience Only and to Assist In Filling Out the Proposal.  
Do Not Return With Your Proposal**

**LIBERTY COUNTY BOARD OF COUNTY COMMISSIONERS  
REQUEST FOR PROPOSALS  
FDOT FPID NO. 429856-2-38-01**

The Liberty County Board of County Commissioners is seeking professional consultant services for Design Services on the C.R. 12 South Sidewalk Project. The scope of this project will include the surveying, design, and permitting (if applicable) of sidewalk along the west side of C.R. 12 South beginning at W.R. Tolar School and continuing until the north entrance of C.R. 12A (as known as Lake Mystic/Lee Duggar Road) in Bristol, FL as identified in the County's Local Agency Participation contract with the Florida Department of Transportation (FDOT). Consideration will be given to only those firms that are qualified pursuant to law and that have been prequalified by FDOT to perform the indicated types of work.

Work Types: 3.1 – Minor Highway Design  
Response Deadline: Monday, April 27, 2015 at 10:00 a.m. ET  
Opening Date: Monday, April 27, 2015 at 2:00 p.m. ET

This project is federally funded with assistance from the FDOT and the Federal Highway Administration (FHWA). By submitting a letter of response, the Consultant certifies that they are in compliance with FDOT Procedure No. 375-030-006 (Restriction on Consultants Eligibility to Compete for Department Contracts) and that no principle is presently suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation on this transaction by any Federal Department or Agency.

Information regarding the proposal can be obtained at the Liberty County Clerk's Office, 10818 NW S.R. 20, Bristol, Florida or by email at [liberty1@fairpoint.com](mailto:liberty1@fairpoint.com). In order to ensure a fair, competitive, and open process, once the project is advertised, all communications between interested firms and the County must be directed to Charla Kearce at (850) 643-5404 by Wednesday, April 22, 2015.

Letters of interest will be received until 10:00 a.m. Eastern Standard Time, on April 27, 2015, at the Liberty County Clerk's Office, 10818 NW S.R. 20, Bristol, Florida. All letters of interest shall be sealed. Qualified consultants are required to submit the original and four (4) copies of the letter of response by the response deadline.

Please indicate on the envelope that this is a sealed proposal for the **"C.R. 12 South Sidewalk Project Design Services"**.

Advertise: The News Herald  
Date: April 8, 2015 & April 15, 2015  
Ad Size: Legal

## **PART I – GENERAL INFORMATION**

The Liberty County Board of County Commissioners is seeking professional consultant services for Design Services on the C.R. 12 South Sidewalk Project. Consideration will be given to only those firms that are qualified pursuant to law and that have been prequalified by FDOT to perform the indicated types of work.

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Qualified Consultants are required to submit the original and four (4) copies of the letter of response to the Liberty County Clerk's Office, 10818 NW S.R. 20, Bristol, Florida by 10:00 a.m. Eastern Standard Time, on April 27, 2015. All letters of interest shall be sealed.

## **PART II – PROPOSAL PREPARATION INSTRUCTIONS**

The Letter of Response shall be signed by an authorized representative of the firm. All information requested must be sealed when submitted. Failure to submit all information may result in a lower evaluation of the proposal. Letters which are substantially incomplete or lack key information may be rejected by the County at its discretion. The selection of the short listed firms will be based on the information provided in the submittal.

Information submitted with the letter of response should include documentation to demonstrate the firm's qualifications and abilities to provide the scope of services. The submittal should include sufficient information to present a clear understanding of similar past projects, especially in Florida, staff experience and abilities, and any other additional, pertinent details to describe the team's capabilities.

A committee will review the information submitted and short list the firms. On-site presentations and/or interviews may be requested of a short list of three or more firms. Once all review is complete, the short-listed firms will be ranked by the selection committee with the top ranked firm being presented to the Board for approval. Negotiations will follow pending Board approval and FDOT approval.

All prospective submitters are hereby cautioned not to contact any County Commissioner member or any member of the Selection Committee after submittals are opened nor attempt to persuade or promote through other channels until notification that the Selection Committee has arrived at a recommendation of the most qualified firms. Until notification is received, all contacts shall be channeled through Charla Kearce at 850-643-5404 or at [liberty1@fairpoint.com](mailto:liberty1@fairpoint.com). Failure to comply with these procedures will be cause for disqualification of the firm's proposal.

The Local Agency of Liberty County hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement and any Disadvantaged Business Enterprise will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, gender, religion, age, disability, marital status or national origin in consideration for an award.

The County shall comply with the Local Government Prompt Payment Act in accordance with Florida Statutes Chapter 218 and the Public Records Act in accordance with Florida Statutes Chapter 119.

The County shall follow the procedures of the Consultants' Competitive Negotiation Act, Title XIX, Chapter 287, Section 055 of the Florida Statutes. The selection committee shall consider the following factors:

**SUBMITTAL REQUIREMENTS:** The proposer shall submit the original and four (4) paper copies with all supporting documentation as described below (maximum of 20 pages total):

### **1. LETTER OF RESPONSE**

Letter of response prepared by a corporate officer or principal of the firm authorized to obligate the firm contractually.

- a. Project name/FDOT Financial Management Number
- b. Consultant's name and address
- c. Proposed responsible office for consultant
- d. Contact person, phone number, and internet email address

- e. Indication as to whether the prime firm and/or sub-consultants are disadvantaged business enterprises (DBE)

## 2. SCORING FACTORS (max score 100)

- a. **Ability of personnel (30 Points):** Identify the roles and responsibilities of the proposed personnel with each individual's experience and qualifications. Include resumes for each team player involved with the project.
- b. **Experience of the firm & References (30 Points):** Demonstrate experience in other projects of similar scope of work and complexity (a minimum of 3 sidewalk projects should be shown). A reference list for each project is required including the name of client contact familiar with the project, project name, telephone number and/or email address, brief description of the project, actual cost and project length. LAP projects should also be shown if possible.
- c. **Availability of workload & willingness to meet time requirement (20 Points):** Ability of the firm to manage this project within the specified project time and within budget. Show current workload of available personnel and hours projected on this project. Provide a schedule of project progress beginning with field review and ending with final plans and specifications.
- d. **Proposed approach and methodology (20 Points):** Explain how project design will be approached and what methodology will be followed when developing the design.

## 3. OTHER STATEMENTS, FORMS AND DOCUMENTATION

- a. Certificate of Insurance: see requirements as listed below
- b. Proof of Licenses/Certifications  
Provide proof of proper State of Florida business licensure and professional certifications/registration(s) in the State of Florida.

Provide proof of corporate registration to operate in the State of Florida by the Department of State, Division of Corporations. Information concerning certification with the Secretary of State can be obtained at: <http://ccfcorp.dos.state.fl.us/index.html>.

- c. FDOT Prequalification: 3.1 – Minor Highway Design
- d. E-Verify  
The consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and shall expressly require any subcontractors performing work or providing services pursuant to the state 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.

- e. Public Entity Crimes Statement
- f. Drug-Free Workplace Form
- g. Conflict of Interest Certification (FDOT Form #375-030-50)
- h. Truth in Negotiation Certification
- i. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts (FDOT Form #375-030-32)
- j. Certification of Disclosure of Lobbying Activities on Federal Aid Contracts & Disclosure of Lobbying Activities (FDOT Form #375-030-33 & FDOT Form #375-030-34)
- k. Vendor Certification Regarding Scrutinized Companies List (FDOT Form #375-030-60)
- l. DBE Participation Statement (FDOT Form #375-030-21)
- m. Federal Provisions to be Included in Local Agency Contracts

**LENGTH OF SERVICE** - The Consultant's engineering design services shall begin upon written Notice to Proceed (NTP) by the County. It is anticipated that the NTP will be issued by May 15, 2015. It is projected that all work will be completed by November 30, 2015.

**DISADVANTAGED BUSINESS ENTERPRISE (DBE)** - For this FDOT assisted contract, Apple County has adopted the FDOT DBE Program goal. The FDOT began its race neutral DBE program on January 1, 2000 and has an overall 9.91% goal it must achieve. While the utilization is not mandatory in order to be awarded the contract, continuing utilization of DBE firms on contracts supports the success of Florida's Voluntary DBE Program, and supports contractor's Equal Employment Opportunity and DBE Affirmative Action Programs.

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both DBE's and non-DBEs. Within 3 business days of submission of the bid or proposal bidder shall complete the Bidders Opportunity List through the Equal Opportunity Compliance system for ALL subcontractors or sub-consultants who quoted for specific project for this letting. The web address to the Equal Opportunity Compliance system is: <https://www3.dot.state.fl.us/EqualOpportunityCompliance/Account.aspx/Login?ReturnUrl=%2fEqualOpportunityCompliance%2f>.

**TITLE VI NONDISCRIMINATION POLICY STATEMENT** - During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor shall comply with the Acts and the Regulations relative to Nondiscrimination in federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers a program set forth in Appendix B of 49 CFR Part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.
4. Information and Reports: The contractor shall provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Acts, Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Recipient or the FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - Withholding of payments to the contractor under the contract until the contractor complies; and/or
  - Cancellation, termination, or suspension of the contract, in whole or in part.

**INSURANCE** - The consultant shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the consultant, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The consultant shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the consultant. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the consultant's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the consultant's insurance policies shall be endorsed to name the County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The consultant waives its right of recovery against the County, to the extent permitted by its insurance policies.

The consultant's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The consultant is responsible for the amount of any deductible or self-insured retention.

Insurance required of the consultant or any other insurance of the consultant shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

**Workers Compensation Coverage:** The consultant shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with Section 440.02(13)(d) and 440.10(1)(g) Florida Statutes. Consultant shall also purchase any other coverages required by law for the benefit of employees.

**General, Automobile and Excess or Umbrella Liability Coverage:** The consultant shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office. Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

**General Liability Coverage - Occurrence Form Required:** Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent consultants, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (X,C,U) exposures.

Coverage B shall include personal injury. Coverage C, medical payments, is not required.

The consultant is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of one year beyond the County's acceptance of renovation or construction projects.

**Business Auto Liability Coverage:** Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired



automobiles and employee non-ownership use.

**Excess or Umbrella Liability Coverage:** Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

**Professional Liability:** \$1,000,000 per occurrence minimum limit.

### **PART III – SCOPE OF SERVICES**

The services sought are the survey, design, and permitting of a 6' wide concrete sidewalk along C.R. 12 South between W.R. Tolar School and the north entrance of C.R. 12A in Bristol, FL totaling 4,900 LF in length. The work primarily consists of a new ADA compliant pedestrian walkway system including concrete sidewalks, crosswalks, pavement markings, and other appurtenances.

It shall be the responsibility of the Consultant to prepare the plans, specifications, permits and cost estimates for a bid ready project. Listed below are some of the tasks that the consultant will be expected to perform:

#### **A. Surveying**

1. Prepare topographic route survey for the sidewalk construction limits as above along C.R. 12 South.
2. Locate rights of ways along all sidewalk routes.
3. Wetlands locations.

#### **B. Engineering**

1. Design and prepare plans for sidewalk construction along C.R. 12 South according to the following design standards:
  - a. The Florida Green Book
  - b. The Florida Department of Transportation (FDOT) Plans Preparation Manual (PPM)
  - c. The FDOT Design Standards
  - d. The FDOT Standard Specifications for Road and Bridge Construction
  - e. The Manual on Uniform Traffic Control Devices (MUTCD)
  - f. The Americans with Disabilities Act (ADA)
2. Prepare design documentation and computation booklets.
3. Prepare contract documents and technical specifications and plans. Plans shall include but not be limited to:
  - Cover Sheet
  - Typical Sections
  - Sidewalk Plan and Profiles
  - Drainage Detail Sheets (if needed)
  - Erosion Control Sheets (NPDES Sheet)
  - Signing and Pavement Marking Plans
4. Coordinate with all utility companies during the design process.
5. Secure all environmental permits as necessary.
6. Provide stormwater/drainage as necessary to accommodate sidewalk in accordance with the FDOT Drainage Manual.
7. Coordinate the project design with County throughout the project. Provide monthly status reports and update meetings through the design and permitting process.
8. Attend progress meetings with the County as necessary.
9. Develop probable cost of construction estimate after 90% design is complete.
10. Provide any necessary materials for public announcements or public participation meetings required by the FDOT.

C. Deliverables

1. Two sets of 60% Design Plans for the County and FDOT's review.
2. Two sets of 90% Plans and Specifications for the County and FDOT's review.
3. Two sets of 100% signed and sealed Construction Plans and Specifications (Released for Construction) in both hard copy and electronic formats.
4. One copy of the signed and sealed Design and Computations Booklet.

D. Contract Administration

1. Upload required documents into LAPIT

The finished product will result in FDOT approved plans and specifications and bid documents in both hard copy and electronic versions ready for project bidding and construction. Services provided by the Consultant shall comply with all aspects of the Liberty County's Local Agency Program Agreement with the Florida Department of Transportation identified as FPID #429856-2-38-01.

## **PART IV – EVALUATION OF PROPOSALS**

**EVALUATION METHOD AND CRITERIA:** All proposals will be subject to review and an evaluation process. All proposers responding to the RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The County will consider all responsive and responsible proposals received.

Proposals shall include all of the information solicited in this RFP, and any additional data that the consultant deems pertinent to the understanding and evaluating of the proposal. Each proposer will be ranked based on the criteria herein addressed.

During the evaluation process and at the sole discretion of the County, requests for clarification of one or more proposer submittals may be conducted. Any request for clarification will be requested by the County in written format. Such clarification request will provide proposers with an opportunity to answer any questions the County may have on a proposer's submittal.

Proposals will be reviewed by the selection committee and evaluated based on the format and content outlined in this proposal as follows:

<b>EVALUATION CRITERIA</b>	<b>POINTS</b>
Ability of personnel	<b>30</b>
Experience of the firm & References	<b>30</b>
Availability of workload & willingness to meet time requirement	<b>20</b>
Proposed approach and methodology	<b>20</b>
<b>TOTAL</b>	<b>100</b>

**SELECTION:** The selection committee will review, evaluate and rank the proposals submitted by all responsive and responsible firms based on the criteria above. The top ranked firm will be recommended to the Board of County Commissioners for approval on May 7, 2015. Should a tie occur, discussion will be held within the Selection Committee to discuss the design firms until resolution is achieved and a top ranked firm is chosen. If no resolution is achieved, an alternate committee member will be asked to evaluate the firms based on the submitted proposals. The alternate score will be the tie-breaker.

If the Board of County Commissioners concurs with the selection committee, the firm name with the required selection documentation will be forwarded to FDOT for approval of the selected firm. Should FDOT concur with the Board's recommendation, contract price negotiations will begin between the selected firm and Liberty County.

**Schedule: The anticipated schedule for this project is as follows:**

Proposal Advertised and Issued Initially	April 8, 2015 & April 15, 2015
Proposal Due Date	April 27, 2015
Selection Committee Meeting	April 30, 2015
County Board of Commissioners to award contingent upon negotiations	May 7, 2015
Submittal to FDOT for Approval	May 11, 2015
Contract Price Negotiations	May 18, 2015
60% Plans Submittal	August 10, 2015
90% Plans Submittal	September 28, 2015
100% Plans Submittal	November 6, 2015

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A).**  
**FLORIDA STATUTES ON PUBLIC ENTITY CRIME**

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

1. This sworn statement is submitted to \_\_\_\_\_

By \_\_\_\_\_

(print this individual's name and title)

for \_\_\_\_\_

(print name of entity submitting statements)

whose business address is \_\_\_\_\_

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

If the entity has no FEIN, include 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)(a), Florida Statutes, mean a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or 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 adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a Jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in a relation to the entity submitting this sworn statement. (Please indicate which statement applies).

\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. AND (Please indicate which additional statement applies).

\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attached is a copy of the final order).

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

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

City of \_\_\_\_\_

STATE OF FLORIDA

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 200 by

\_\_\_\_\_ who is Personally known to me \_\_\_\_\_

Or who produced identification - \_\_\_\_\_  
(Type of Identification)

\_\_\_\_\_  
(Signature) Notary Public—State of Florida

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

My commission expires \_\_\_\_\_ (SEAL)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**DRUG-FREE WORKPLACE PROGRAM CERTIFICATION**

375-040-18  
PROCUREMENT  
06/12

287.087 Preference to businesses with drug-free workplace programs. --Whenever two or more bids, proposals, or replies that 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 bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. 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, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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.

**Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?**

YES

NO

NAME OF BUSINESS: \_\_\_\_\_



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CONFLICT OF INTEREST CERTIFICATION  
FOR CONSULTANT/CONTRACTOR**

375-030-50  
PROCUREMENT  
01/12

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department.

Contract No./Project Description(s): \_\_\_\_\_

\_\_\_\_\_

Financial Project Number(s): \_\_\_\_\_

\_\_\_\_\_

Each undersigned individual hereby attests that he/she has no conflicts of interest related to the contract(s) identified above.

Printed Names

Signatures

Date

\_\_\_\_\_

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**TRUTH IN NEGOTIATION CERTIFICATION**

375-030-30  
PROCUREMENT  
05/14

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

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

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

\_\_\_\_\_  
Name of Consultant

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

\_\_\_\_\_  
Date

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION FOR FEDERAL AID CONTRACTS**  
(Compliance with 49CFR, Section 29.510)  
(Appendix B Certification]

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Signature

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

**Instructions for Certification**

1. By signing and submitting this certification with the proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted. If at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms 'covered transaction', 'debarred', 'suspended', 'ineligible', 'lower tier covered transaction', 'participant', 'person', 'primary covered transaction', 'principal', 'proposal', and 'voluntarily excluded', as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Appendix B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.

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

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

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

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

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

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

Name of Consultant:

By: \_\_\_\_\_ Date: \_\_\_\_\_ Authorized Signature

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**DISCLOSURE OF LOBBYING ACTIVITIES**

375-030-34  
 PROCUREMENT  
 04/14

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**VENDOR CERTIFICATION REGARDING  
SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name: \_\_\_\_\_

Vendor FEIN: \_\_\_\_\_

Vendor's Authorized Representative Name and Title: \_\_\_\_\_

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

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

Phone Number: \_\_\_\_\_

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

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes. This requirement is not applicable to federally funded contracts.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

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

who is authorized to sign on behalf of the above referenced company.

Authorized Signature Print Name and Title: \_\_\_\_\_

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

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

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

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

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



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**DBE PARTICIPATION STATEMENT**

375-030-21  
PROCUREMENT  
10/01

**Note:** The Consultant is required to complete the following information and submit this form with the technical proposal.

Project Description: \_\_\_\_\_

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

This consultant ( ) is ( ) is not a Department of Transportation certified Disadvantaged Business Enterprise (DBE).

Expected percentage of contract fees to be subcontracted to DBE(s): \_\_\_\_\_ %

If the intention is to subcontract a portion of the contract fees to DBE(s), the proposed DBE sub-consultants are as follows:

DBE Sub-Consultant	Type of Work/Commodity

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

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

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

## **Federal Provisions to be included in Local Agency Contracts:**

### **TERMS FOR FEDERAL-AID CONTRACTS**

The following terms apply to all contracts in which it is indicated in the Standard Professional Services Agreement that the services involve the expenditure of federal funds:

- A. It is understood and agreed that all rights of the Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- C. Compliance with Regulations: The Consultant shall comply with the Regulations of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- D. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- E. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- F. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Agency, Florida Department of

Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

- G. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
  2. cancellation, termination or suspension of the contract, in whole or in part.
- H. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through H in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Agency to enter into such litigation to protect the interests of the Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.
- I. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- J. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other

political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.

- K. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.

The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.

- L. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

- M. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Agency in compliance with 2 CFR, Part 180, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.

- N. The Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

O. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the Agency and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

### **Employment Eligibility Verification**

The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to confirm the employment eligibility of all persons employed by the Consultant during the term of the Contract to perform employment duties within Florida and all persons, including subconsultants, assigned by the Consultant to perform work pursuant to the Contract.