

Bid #1920-36
BID SPECS
REQUEST FOR QUALIFICATIONS FOR
COASTAL ENGINEERING

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SECTION I – INTRODUCTION

1.1 Purpose:

The Gulf County Board of County Commissioners, herein referred to as the "County", is seeking statements of qualifications from qualified engineering firms, herein referred to as the "Engineer", to provide professional engineering and related services on a continuing contract for the County.

SECTION 2 - SCOPE OF WORK

2.1 Detailed Scope:

The Engineer shall perform, as needed, continuing contract consulting services for the County's entire coastal system. The Engineer will be required to work closely with County staff. Task orders will be assigned on an as needed basis and may include but not limited to the following types of services:

- Sediment budget and shoreline change analyses
- Coastal structures and armoring techniques and applications
- Emergency erosion control and restoration responses
- Topographic and hydrographic survey services a Professional Surveyor licensed in the State of Florida
- Engineering design services by a Professional Engineer licensed in the State of Florida
- Preparation of plans, specifications, and cost opinions
- Preparation of permit applications to FDEP, ACOE, and other regulatory agencies including permit compliance and monitoring
- Beach condition inspections, monitoring & reporting
- Geotechnical sampling, data collection, and evaluation
- Owner representative/agent during construction
- Construction administration and inspection support
- Project certification
- Tidal constituent / water surface elevation data collection and analyses
- Sea level rise and coastal resiliency issues
- Direct reporting to the County Commission and attendance of public meetings
- Other coastal issues as directed by the County

2.2 Format Guidelines:

Each Statement of Qualification should be prepared simply and economically, providing straightforward, concise delineations of firm's capabilities to satisfy the requirements of this Request for Qualifications. Fancy bindings, colored displays, and promotional material are not desired. Emphasis is on completeness and clarity of content. In order to expedite

the evaluation of the Statement of Qualifications, it is essential that firms follow the format and instructions herein. Submittals should at a minimum include the following information:

1. Consultant's name and address
2. Proof of Licenses/Certifications
3. Proof of corporate registration to operate in the State of Florida by the Department of State, Division of Corporations.
4. Proposed responsible office for consultant
5. Contact person, phone number and email address
6. Statement regarding previous experience of consultant or sub-consultant in advertised type of work
7. Proposed key personnel and their proposed roles
8. Sub-consultant(s) that may be used for the project
9. Indication as to whether the prime firm and/or sub-consultants are disadvantaged business enterprises (DBE)
10. Public Entity Crimes Statement
11. Proof of Insurance with limits
12. Drug Free Workplace Form
13. Truth in Negotiation Certification (FDOT Form #375-030-30)
14. Conflict of Interest (FDOT Form #375-030-50)
15. Certification regarding debarment, suspension, ineligibility, and voluntary exclusion (FDOT Form #375-030-32)
16. Certification regarding lobbying (FDOT Form #375-030-33)
17. Certification of Non-Segregated Facilities

SECTION 3- PROCUREMENT RULES AND INFORMATION:

3.1 Contact Person:

Clay Smallwood, P.E.
County Engineer
850.229.6106
csmallwood@gulfcounty-fl.gov

All technical questions regarding this RFQ should be sent by email to the County Engineer. **Questions shall be submitted no later than 12:00 Noon local time on August 7, 2020.** Questions submitted after that date and time will not be answered. DIRECTING QUESTIONS TO ANY OTHER COUNTY STAFF IS PROHIBITED AND WILL RESULT IN SUBMITTAL BEING DISQUALIFIED. Interpretations or clarifications considered necessary by the County Engineer in response to such questions will be issued by Addenda and will be placed on the County website: <http://www.gulfcounty-fl.gov/>. By submitting a Statement of Qualifications, responder acknowledges receipt of all Addenda issued. Failure to submit requests in writing by the specified time shall not be grounds for a protest.

3.2 Calendar of Events:

Listed below are the important actions and dates/times by which the actions must be taken or completed. If the County finds it necessary to change any of these dates/times, it will be accomplished by addendum. All listed times are eastern time.

<u>DATE/TIME</u>	<u>ACTION</u>
August 7, 2020 no later than 12:00 Noon	Last day to submit questions
August 17, 2020 no later than 4:00 PM EST	Close date
August 17, 2020, 4:05 PM EST	Open bids

3.3 RFQ Opening:

RFQ submittal shall be received at the Gulf County Clerk of Court, 1000 Cecil G. Costin Sr. Blvd, Room 149, Port St. Joe, FL 32456 by the specified time and date. The RFQ submittals shall be opened publicly and the names of the proposers shall be read aloud in the Gulf County Clerk's Office immediately thereafter.

3.4 Cost of Preparing RFQ:

Neither the County nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to the RFQ.

3.5 Disposals of RFQ:

Upon award recommendation or thirty (30) days after receiving, RFQ submittals become "public records" and shall be subject to disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFQ and must identify the data or other materials to be protected and must state the reasons why such exclusion from public disclosure is necessary.

3.6 Rejection of RFQ:

The County reserves the right to accept or reject any statement of qualification as may be deemed necessary by the County to be in its best interest. The County further reserves the right to waive any and all formalities, and reserves the right to reject all nonconforming, unresponsive statements of qualifications. The County reserves the right to reject the statement of qualifications of any firm or individual if the County believes that it would not be in the best interest of the County to make an award to that firm or individual, because the statement of qualification is not responsive or responsible, or the firm or individual is unqualified or of doubtful financial ability, or fails to meet any other pertinent standard or criteria established by the County.

3.7 Verbal Instructions:

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any county employee. Only those communications from firms, which are signed, and in writing will be recognized by the County as duly, authorized expressions on behalf of the firm. *Any and all communication with County Commissioners or county staff other than the County Engineer is prohibited during the time of the RFQ advertising.*

3.8 Indemnification:

Firm shall indemnify and save harmless the County, its officers, agents and employees, from all claims, suits or actions at law or equity, damages, losses, and expenses, whether direct or indirect, or consequential, including but not limited to charges of engineers, attorneys, and other professionals and costs of both defense and appeal, in a court of law or other tribunal, for any reason whatsoever, including but not limited to bodily injury, sickness, disease or death of any person, including employees of Firm or any subcontractor, or injury to or destruction of property, including loss of use, which claims are arising out of, related to, connected with, or caused by (a) Firm, or any subcontractor or supplier of Firm, negligent performance or non-performance of the Project. The provisions of this indemnification agreement shall include all accidents, injuries and claims made, whether or not caused in part, by any act or omission of the County, its respective officers, agents, or employees, provided Engineer shall not be required to indemnify the County for the County's own negligence.

3.9 Public Entity:

The Engineer must sign and complete a Public Entity Crime Sworn Statement as defined under Section 287.133(3) (a), F.S. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a consultant, supplier, or subcontractor, under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

3.10 Drug Free Workplace:

The Engineer must complete the County's Drug Free Workplace Certification form, attached and made a part of the RFQ.

3.11 Debarment Notice:

Bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of a Council official) are subject to 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)." In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to relevant statues, including among others, the provisions of 31 U.S.C. 1352, as well as they common rule, "New Restrictions on Lobbying," published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying," and notices published at 54 FR 52306 (December 20, 2989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996)

3.12 **Insurance Requirements:**

Firm shall purchase and maintain through the Contract period workers compensation, comprehensive general liability (occurrence form), comprehensive automobile liability, builder's risk, and other insurance as is appropriate for the Project being performed hereunder by firm, its employees, subcontractors or agents. The amounts and types of workers compensation, comprehensive general liability (occurrence form), and comprehensive automobile liability insurance shall conform to the following minimum requirements:

1. Worker's Compensation Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:
 - a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.
 - b. Notice of Cancellation and/or Restriction. The endorsed to provide the County with thirty (30) days' written notice of cancellation and/or restriction.
2. Comprehensive General Liability Coverage must include:
 - a. \$1,000,000 combined limit per occurrence for bodily injury, personal injury and property damage. If contract is less than \$100,000.00, then general liability insurance requirement is \$300,000.00.
 - b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.
 - c. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the County with thirty (30) days' written notice of cancellation and/or restriction.
3. Comprehensive Automobile Liability Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:
 - a. \$300,000 combined single limit per accident for bodily injury and property damage.
 - b. Owned Vehicles.
 - c. Hired and Non-Owned Vehicles.
 - d. Employee Non-Ownership.
 - e. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the County with thirty (30) days' written notice of cancellation and/or restriction.
4. Professional Liability/Malpractice/Errors or Omissions Coverage must include a minimum of \$1,000,000 per occurrence.

Certificates of Insurance evidencing the insurance coverage specified in this Article shall be submitted to the County with the executed Contract. The Certificates of Insurance shall be filed with the County before this Contract is deemed approved by the County. The

required Certificates of Insurance not only shall name types of policies provided, but also shall refer specifically to this Contract. All the policies of insurance so required of Engineer shall be endorsed to include as additional insured the County, its officers, employees, and agents, except for Worker's Compensation. If the initial insurance policy expires prior to completion of the Project, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of the policy expiration. The purchase of any of the above-referenced insurance policies shall not release the Engineer or any Surety created by this Contract from any obligation, warranty or guarantee provided in this Contract. The Insurance Company (ies) shall be authorized to conduct business in the State. Any risk of loss of completed work on the Project, or work in progress on the Project, equipment and material stored on or off the Project Site, or in transit, shall be borne by the Firm through the date of final completion for the Project.

3.13 Protest:

RFQ protests arising under the County Bidding Documents or Procedures shall be resolved by the Board of County Commissioners.

3.14 Term of Contract:

The duration of the Contract will be for one (1) five (5) year term. The Contract may be renewed, expanded, and extended by mutual agreement for a renewal period of two (2) one-year (1) additional terms that when totaled together equal seven (7) years.

SECTION 4 – EVALUATION OF STATEMENTS:

4.1 Evaluation Criteria:

In accordance with Section 287.055, Florida Statutes or most recent supplement, 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 reviews are complete, the firms will be ranked by the committee with the top ranked firm being presented to the Gulf County Board of County Commissioners for approval and authorization to negotiate with the top ranked firm. Ranking and selection will be based on the following categories.

<u>Criteria</u>	<u>Maximum Score</u>
Ability of Professional Personnel	30
Past Performance	30
Location	15
Recent, Current, and Projected Workloads of the Firm	25

Ability of Professional Personnel:

This criterion measures the ability of professional team personnel as shown by their level of experience on projects of similar type, size and complexity. This criterion measures how well the team is staffed to address all facets of the project. It measures how well the team is organized to deliver the project for the County. Preference will be given to teams with knowledge and experience with local construction and regulatory conditions and who

demonstrate a strong commitment to team collaboration proximate to the project site. Preference will be also be given to teams (both individuals within the team and companies making up the team) that have worked together on successful delivery of similar projects. It measures the overall level of the team's qualifications to successfully complete the project.

Past Performance:

This criterion measures the professional team's past experience with projects similar in size, type and complexity as this project. The professional teams will be evaluated on their Coastal Engineering projects of the size and scope of this project including the experience the team members proposed on this project have together on the previous projects presented. Preference will be given to Coastal Engineering projects constructed within the last five (5) years in proximity to Gulf County. Proposal should include no fewer than three (3) and no more than ten (10) references from previous clients.

Location:

The professional team's approach to management and execution of work with respect to location of various key project team members will be evaluated under this criterion. The Engineer shall demonstrate from the project kick-off how they manage day-to-day or on-site information collection and distribution between internal and external team members, County staff, as well as other entities involved in the project.

Recent, Current, and Projected Workloads of the Firm:

This criterion measures the team's proposed resources for the project and their availability to complete all elements of this project with regards to the closeout of recent work, current workload, and projected projects that could impact the completion of this project.

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

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

1. This sworn statement is submitted for _____.
2. This sworn statement is submitted by _____
Whose business address is: _____
and (if applicable) its Federal Employer Identification Number (FEIN) is _____.
(If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)
3. My name is _____ and my relationship to the entity named above is _____
4. I understand that a “public entity crime” as defined in Section 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.
5. I understand that “convicted” or “conviction” as defined in Section 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, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an “affiliate” as defined in Section 287.133(1) (a), Florida Statutes, means: (1) A predecessor or successor of a person convicted of a 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.
7. I understand that a “person” as defined in Section 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.

8. Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

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

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the Final Order.]

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the Final Order.]

_____ The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

Date: _____ Signature: _____

STATE OF: _____

COUNTY OF: _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, in the year _____.

My commission expires: _____
Notary Public

Print, Type, or Stamp of Notary Public

Personally known to me, or Produced Identification:

Type of ID

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

_____ does:

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 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.

Bidder's Signature

Date

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-
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS**
(Compliance with 2 CFR Parts 180 and 1200)

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/Contractor: _____

By: _____

Date: _____

Title: _____

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. 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, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. 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 by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. 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.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "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 exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. 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 participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e 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 or agency with which this transaction originated 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: _____

CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to contracts, subcontracts, and agreements with applicants who are themselves performing federally assisted construction contracts exceeding \$10,000, which are not exempt from the provisions of the Equal Opportunity clause.)

By the submission of this bid, the bidder, offerer, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder, offerer, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this proposed contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants, and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed contractors for prior to the award of subcontracts exceeding \$10,000 which are not exempt from his provisions of the Equal Opportunity clause; that he will retain such certifications in files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR
CERTIFICATION OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Respectfully submitted,

By: _____

Print: _____

Title: _____

Business Address: _____
