

**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA
PROFESSIONAL SERVICES AGREEMENT
NO.24-RFPG00576/EK**

THIS Agreement made and entered into this ___ day of _____, 20_____,
by and between HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS, 15470 Flight Path Drive, Brooksville, Florida, a political subdivision of the State of Florida, hereinafter called the County and Florida Housing Coalition, Inc., 1311 N Paul Russell Rd, B-201, Tallahassee, Florida, 32301 duly authorized to conduct business in the State of Florida, hereinafter called the Professional.

W I T N E S S E T H:

SECTION 1. The County does hereby retain the Professional to furnish certain services in connection with:

Consulting Services for HUD/CDBG Citizen Participation Plan and 2024-2026 Consolidated Plan

SECTION 2. The Professional and the County mutually agree to furnish, each to the other, the respective services, information and terms as described in Exhibit "A", attached hereto and made a part hereof.

Before any additions or deletions to the work described in Exhibit "A", and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into a supplemental written Agreement covering such modifications and the compensation to be paid therefor.

Reference herein to this Agreement shall be considered to include any supplement thereto and the Request for Proposals that resulted in this Agreement.

Reference herein to County Administrator shall mean the Hernando County Administrator or its designee.

SECTION 3. The services indicated in Exhibit "A" to be rendered by the Professional shall be commenced, subsequent to the execution of this Agreement, upon written notice from the Hernando County Administrator and or its designee and shall be and extend until November 9, 2024.

SECTION 4. The Professional agrees to provide Project Schedule progress reports in a format acceptable to the County, either monthly or at intervals established by the County. The County will be entitled at all times to be advised, at its request, as to the status of work being done by the Professional and of the details thereof. Coordination shall be maintained by the Professional with representatives of the County. Either party to the Agreement may request and be granted a conference.

SECTION 5. In the event there are delays on the part of the County as to the approval of any of the materials submitted by the Professional, or if there are delays occasioned by circumstances beyond the control of the Professional which delay the project schedule completion date, the County shall grant to the Professional, by "Letter of Time Extension," an extension of the Contract time equal to the aforementioned delays, provided there are no changes in compensation or scope of work except those changes that may be agreed upon between the parties hereto.

It shall be the responsibility of the Professional to ensure at all times that sufficient Contract time remains within which to complete all services on the project. In the event there have been delays that would affect the project completion date, the Professional shall submit a written request to the County that identifies the reason(s) for the delay and the amount of time related to each reason. The County shall timely review the request and determine whether to grant all or part of the requested extension.

In the event Contract time expires and the Professional has not requested, or if the County has denied, an extension of the completion date, partial progress payments will be stopped on the date time expires. No further payment for the project will be made until a time extension is granted or all work has been completed and accepted by the County.

SECTION 6. The Professional shall maintain an adequate and competent professional staff within the State of Florida and may associate with Specialists, Sub-Professionals, and/or other Professionals for the purpose of its services hereunder without additional cost to the County. Should the Professional desire to utilize other Specialists, Sub-Professionals, and/or Professionals in the performance of the work, the Professional shall be responsible for satisfactory completion of all such Specialists', Sub-Professionals' and/or other Professionals' work and may not assign or transfer work under this Agreement to other Specialists, Sub-Professionals, or Professionals unless approved in writing by the County. It is agreed that only Specialists, Sub-Professionals, and/or other Professionals which have been approved by an authorized representative of the County will be used by the Professional. It is also agreed that the County will not, except for services so designated herein or as may be approved by the County, permit or authorize the Professional to perform less than the total Contract work with other than its own organization.

SECTION 7. All final plans, documents, reports, studies, and other data prepared by the Professional will bear the endorsement of a person in the full employ of the Professional and duly registered in the appropriate professional category.

a) After the County's acceptance of final plans and documents, the Professional shall provide to the County a reproducible form of the Professional's drawings, tracings, plans, and maps. Upon completion of construction by the Contractor, the Professional shall furnish acceptable field verified "record drawings" of full-size prints. The Professional shall signify, by affixing an appropriate endorsement on every sheet of the record sets that the work shown on the endorsed sheets was reviewed by the Professional. In addition to the aforementioned documents in this subparagraph, the Professional shall submit three (3) final sets of operation and maintenance manuals.

b) The Professional shall not be liable for the County's use of said plans, documents, studies, or other data for any purpose other than stated in the Scope of Services, Exhibit "A," of this Agreement.

SECTION 8. All tracings, plans, specifications, maps, surveys, field survey notes, and/or reports prepared or obtained under this Agreement shall be considered works made for hire and shall become the property of the County restricted to the terms of (7) above; and reproducible copies shall be made available upon County's request, at Professional's direct printing costs, to the County at any time during the period of this Agreement. The County will have the right to visit the site for inspection of the work and the drawings of the Professional at any time. Unless changed by written Agreement of the parties, said site shall be the address of the firm. Records of cost incurred under the terms of this Agreement shall be maintained and made available upon request of the County at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the County upon request at direct printing cost.

Records of cost incurred includes the Professional project accounting records, together with supporting documents and records of the Professional and all Specialists, Sub-Professionals and/or other Professionals performing work on the project, and all other records of the Professional and Specialists, Sub-Professionals and/or other Professionals considered necessary by the County for a proper audit of project costs.

Whenever travel costs are included in Exhibit "B", the provisions of Section 112.061, Florida Statutes (Current Edition), shall govern as to reimbursable costs.

The Professional shall furnish to the County at direct printing cost all final work documents, papers, and letters or any other such materials which may be subject to the provisions of Chapter 119, Florida Statutes (Current Edition), made or received by the Professional in conjunction with this project. Failure by the Professional to provide such records shall be grounds for immediate unilateral cancellation of the Agreement by the County.

SECTION 9. The Professional shall comply with all federal, state, and local laws and ordinances applicable to the work or payment thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

SECTION 10. The County agrees to pay the Professional compensation as detailed in Exhibit "B" which is attached hereto and made a part hereof. Unless otherwise agreed to, this is a lump sum Contract. No additional fees or expenses will be paid by the County.

SECTION 11. The Professional is employed to render a professional service only and payments made to the Professional are compensation solely for such services rendered and recommendations made in carrying out the work. The Professional shall perform and complete all work in a workmanlike manner to the best of its abilities and in accordance with sound engineering and professional consulting practices and principles.

In performing construction phase services, the Professional may be requested to act as agent of County. The Professional's review or supervision of work prepared or performed by other individuals or firms employed by the County shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

SECTION 12. The County may terminate this Agreement in whole or in part at any time the interest of the County requires such termination.

- a) If the County reasonably determines that the performance of the Professional is not satisfactory, the County shall have the option of:
 - 1) immediately terminating the Agreement and paying the Professional for work reasonably and satisfactorily performed hereunder through the date of termination; or
 - 2) notifying the Professional of the deficiency requiring that the deficiency be corrected within a reasonable specified time, and terminating the Agreement at the end of the specified time if the Professional does not correct the deficiency. If the County terminates the Agreement, it shall pay the Professional for the work satisfactorily completed to such specified date.
- b) If the County requires termination of the Agreement for reasons other than unsatisfactory performance of the Professional, the County shall notify the Professional of such termination and specify the state of work at which time the Agreement is to be terminated, and the Professional shall be entitled to receive payment for all work reasonably, satisfactorily performed hereunder through the date of termination. An allowance for satisfactory work in progress but not yet completed shall be made.
- c) If the Agreement is terminated before performance is completed, the Professional shall be paid for work satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed the percentage of the work performed.

SECTION 13. Adjustment of compensation and Contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be left County's absolute discretion. The parties shall commit such adjustment to a written supplemental agreement.

SECTION 14. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

SECTION 15. The Professional shall procure and maintain professional liability insurance as required in the Request for Proposals that resulted in this Agreement.

The Professional will also cause professional Specialists and/or Sub-Professionals retained by Professional for the project to procure and maintain comparable professional liability insurance coverage. Before commencing the work, the Professional shall furnish the County a certificate(s) showing compliance with this paragraph (Exhibit "C"). *Said certificate(s) shall provide that policy(s) shall not be changed or canceled until thirty (30) days prior written notice has been given to the County; Hernando County is named as additional insured as to Commercial General Liability and Certificate Holder must read: Hernando County Board of County Commissioners.*

SECTION 16. The Professional warrants that he has not employed or retained any company or person other than a bona fide employee working solely for the Professional, to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

- a) For the breach of violation of Paragraph (16) the County shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Contract price or otherwise

recover the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 17. Unless otherwise required by law or judicial order, the Professional agrees that it shall make no statements, press releases or publicity releases concerning the Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement without first notifying the County and securing its consent in writing. The Professional also agrees that it shall not publish, copyright or patent any of the site-specific data furnished in compliance with this Agreement; it being understood that, under Paragraph 8 hereof, such data or information is the property of the County. This does not include materials previously or concurrently developed by the Professional for "In House" use. Only data generated by Professional for work under this Agreement shall be the property of the County.

SECTION 18. Standards of Conduct - Conflict of Interest - The Professional covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Section 112.313, Florida Statutes (Current Edition) as it relates to work performed under this Contract, which standards are hereby incorporated and made a part of this Contract as though set forth in full. The Professional agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

SECTION 19. The County reserves the right to suspend, cancel or terminate the Agreement, without penalty, in the event one or more of the Professional's Corporate Officers is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the Professional for or on behalf of the County under this Agreement. It is understood and agreed that in the event of such termination, reproducible copies of all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to the County in conformity with the provisions of Paragraph 8 hereof. The Professional shall be compensated for its services rendered up to the time of any such termination in accordance with Paragraph 12 hereof. The County also reserves the right to terminate or cancel this Agreement in the event the Professional is placed in either voluntary or involuntary bankruptcy or if an assignment is made for the benefit of creditors. The County further reserves the right to suspend the qualifications of the Professional to do business with the County upon any such indictment or direct information. In the event that any such person is found not guilty or if the indictment or direct information is dismissed, the County Administrator shall immediately lift the suspension.

SECTION 20. Professional shall indemnify and hold harmless the County and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Professional and other persons employed or utilized by Professional in the performance of the Contract.

SECTION 21. All notices required to be served on the Professional shall be served by Registered or Certified mail, Return Receipt Requested, to Professional's address and all notices required to be served upon the County shall be served by Registered or Certified mail, Return Receipt Requested, addressed to the County Administrator, Hernando County Board of County Commissioners, 15470 Flight Path Drive, Brooksville, FL 34604.

SECTION 22. Hernando County reserves the right to audit the Professional's records relating to equipment, goods or services and expenditures related to this Agreement, whether express or implied. Such records include, but are not limited to: all books, records, and memoranda of every description pertaining to the work under this Agreement.

Hernando County further reserves the right to reproduce any of the documents mentioned in this section.

SECTION 23. Unless otherwise required by law, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute arising from this Agreement shall be litigated in the appropriate court in Hernando County, Florida, or the United States District Court, Middle District of Florida. IN ANY LITIGATION ARISING FROM THIS AGREEMENT, THE PARTIES WAIVE THE RIGHT TO A JURY TRIAL AND EACH SHALL BEAR THEIR OWN COSTS AND ATTORNEYS' FEES.

SECTION 25. INTERPRETATION

This Agreement shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting.

SECTION 26. TRAVEL

Engineering firms (Professional) requesting travel and subsistence reimbursement shall comply with Section 112.061, Florida Statutes (Current Edition).

SECTION 27.

- Attachments:
- Exhibit "A" Scope of Services
- Exhibit "B" Compensation and Method of Payment
- Exhibit "C" Certificate of Insurance
- Exhibit "D" Notice to Proceed
- Exhibit "E" Request for Proposals
- Exhibit "F" Federal Funded Contracts Required Terms & Conditions
- Exhibit "G" Special Federal Provisions – Department of Housing & Urban Development

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed, the day and year first above written.

(SEAL)

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Attest: _____ Date: _____
Douglas A. Chorvat, Jr., Clerk of Circuit Court

_____ Date: _____
Elizabeth Narverud, Chair

FLORIDA HOUSING COALITION, INC

Witness _____

By *Ashon J. Nesbitt* _____
Ashon J. Nesbitt, Chief Executive Officer

EXHIBIT A

Scope of Service

In solicitation 24-RFPG00576/EK, Consulting Services for HUD/CDBG Citizen Participation Plan and 2024-2026 Consolidated Plan, the Scope of Service was articulated in Section 9.1 and is hereby incorporated into this Exhibit as a requirement for the Scope of Service with the following emendation to Section 9.1.B.h:

h. Housing Equity Plan (Analysis of Impediments)

- I. ~~Create a Housing Equity Plan (Analysis of Impediments) that includes Impediments impediments identified as in the current plan include~~ discrimination in the housing market, housing affordability, zoning, planning and land use issues and lending practices. **The consultant** will ~~review-identify~~ current impediments and ~~update this information to include any new impediments and revise provide~~ strategies to alleviate the barriers.
- II. **The consultant** will be responsible for summarizing and incorporating the information obtained into the Consolidated Plan as required by HUD regulations. The Fair Housing Act specifies that HUD, and by extension, CDBG funding recipients, must administer programs and activities in a manner that *affirmatively furthers fair housing*, which means more than ensuring non-discrimination.

Additionally, the Scope of Services and Schedule of Milestones are as follows:

1.1 Citizen Participation Plan

The Consultant Team will develop a Citizen Participation Plan (CPP) to comply with the provisions at 24 CFR 5.158, Part 91 for program participants. The Citizen Participation Plan will act as a framework for instituting clear, meaningful, and effective community participation processes and/or policies. As a guiding framework, the CPP will provide the foundation for how the County of Hernando will engage its neighbors, housing and community development partners, and other stakeholders and productively work together under clear processes and guidelines for reaching better-informed and community-supported government decisions.

The CPP will be developed with the goal of ensuring that the County of Hernando adopts, adheres to, continuously maintains, and improves the transfer of information pertaining to federal grant programs. The CPP will be developed in an intentional and inclusive manner that aligns with HUD requirements while meeting established standards for providing meaningful and effective community participation. As such, the CPP will provide a significant foundation for improving internal government processes and/or policies with respect to community information flow and participation in government problem-solving.

The Consultant Team will be sure to incorporate language that complies with HUD's new guidance on non-traditional methods of outreach, virtual engagement, and additional outreach methods for encouraging engagement by marginalized populations. The Consultant Team will also ensure the Citizen Participation Plan contains language for carrying out activities or conducting outreach in relation to the receipt of HUD special allocation funding to avoid the need to amend the CPP under these circumstances (ex. CARES Act funding).

The Citizen Participation Plan will be made available for public review to provide citizens with an opportunity to comment.

1.2 Consultation and Citizen Participation

The Florida Housing Coalition, Inc. offers robust citizen participation and utilizes a hybrid approach to meet both the physical and technological needs of community residents and stakeholders. The Coalition recognizes that community outreach has changed, particularly since the pandemic, and now provides progressive outreach methods to maximize citizen participation.

All qualitative data received through community engagement will undergo analysis and be incorporated into regulatory documents.

1. The Coalition conducts outreach and facilitates engagement activities in a manner to ensure all state or federally required target populations, community—based organizations, local, state, or federal agencies, and all other stakeholders are given the opportunity to participate in the planning process and provide input on funding recommendations.
2. The Consultant Team will facilitate up to three (3) virtual/onsite community stakeholder meetings in addition to generating meaningful public input via targeted stakeholder interviews and direct agency consultation. The Team will assist with the preparation of public notices and materials for county staff to participate in one public hearing with the county commission.
3. The Coalition carries out all engagement efforts with inclusive intentions. To ensure participation by underserved populations, specifically individuals with disabilities, the Consultant Team will utilize the Online Suite for Effectively Engaging Individuals with Disabilities, hosted on the Florida Housing Coalition’s Elevate platform. The Online Suite houses accessible planning checklists, forms, and templates for use during consultation efforts to ensure inclusive planning.
4. The Coalition will provide a unique virtual experience through our FHC Connect platform, which conforms with requirements to broaden outreach and engagement efforts. FHC Connect is an all-in-one community engagement platform offering a set of comprehensive tools and widgets to collect resident and stakeholder input. Through this platform the county will have a webpage dedicated to each project that features multiple ways to engage in one convenient location. The platform has been proven to increase citizen participation and significantly streamline the consultation process.



5. In accordance with public notification requirements, the Consultant Team will assist the with preparing public notices and meeting announcements that will be published in newspapers of general circulation, posted on the web, at libraries, other government offices, and public places, or

used for television or radio spots. The Consultant Team will prepare materials for staff to participate in one public hearing with the commission including a public hearing notice and presentation.

6. To further encourage participation by marginalized populations, the Consultant Team will employ non-traditional methods of outreach in accordance with new HUD guidance on citizen participation. These methods may include using a hybrid approach of on-site and virtual engagement, utilizing social media, distributing a data collection form to service providers, using list serves or online portals for information sharing, and including Support Coordinators from the Agency for Persons with Disabilities.

7. Meetings may be virtual or on site and will be determined prior to contract execution. The Coalition will comply with all social distancing requirements and our internal COVID policy when determining attendance at on-site meetings.

(Please Note: Our proposed fee schedule is based on the county providing the legally required advertising of the public meetings and other required postings, procuring, or arranging ADA-compliant space for the meetings, and assisting with public outreach.)

1.3 Five-Year Consolidated Plan and Annual Action Plan

The Consultant Team will prepare the 2024-2026 Consolidated Plan and 2024-2025 Annual Action Plan according to the requirements of 24 CFR Part 91 and eCon Planning Suite guidelines. The Consultant Team will partner with the county in the identification, development, scheduling, and implementation of activities designed to complete a HUD acceptable Consolidated Plan and Action Plan. The Scope of Work for this task will be as follows:

1. Develop a Three-Year Consolidated Plan according to HUD's specified process:

A. Executive Summary and Process:

As an introduction to the Consolidated Plan, the Consultant Team will detail the required content of the Executive Summary to include a summary of the objectives and outcomes identified in the needs assessment overview, evaluation of past performance, a summary of the citizen participation and consultation process, and a summary of public comments.

In addition, the Consultant Team will identify the lead agency, detail community outreach and methods used, provide dates of community meetings and public hearings, summarize coordinating efforts, and acknowledge participants.

B. Needs Assessment and Market Analysis:

Determining Needs: The Consultant Team will prepare narratives, data tables, and maps for the Needs Assessment (NA) and Market Analysis (MA) sections of the Consolidated Plan. Variables to be considered include, but are not limited to:

- Household demographics (household size and composition, race and ethnicity, income category)
- Details on housing stock, including tenure, age, price, number of units in structure, vacancy rates, and lead-based paint hazards
- Income trends and demographic breakdown
- Poverty trends and demographic breakdown
- Substandard housing issues (overcrowding, cost burden, incomplete kitchen, or plumbing facilities) by demographic
- Public housing data, including number of Housing Choice Vouchers, project-based vouchers, Veterans Supportive Housing (HUD-VASH) vouchers, demographics of

beneficiaries, household income and source, and number of households on waiting lists for accessible and non-accessible units

- Homeless data, including number of persons experiencing homelessness (sheltered, unsheltered, chronic) on a given night and each year, number days of experiencing homelessness per year, number of people entering and exiting homelessness each year, number of year-round and seasonal shelter beds, and number of transitional housing and permanent supportive housing beds. This data will be further broken down by demographic, HIV/AIDS diagnoses, and veteran status
- Data on non-homeless special needs populations, including elderly, people with HIV/AIDS, people with substance abuse disorders, and people with disabilities
- Data on non-housing community development needs and assets, including infrastructure, community facilities (including facilities for people with special needs), transportation, business and employment dynamics, commute times, and educational attainment among the workforce
- Community development needs including housing, neighborhood development, and economic development
- Barriers to fair and affordable housing

C. Strategic Plan:

Setting Priorities: The Consultant Team will assist with determining priority needs, based on the data and other information gathered from the Needs Assessment, Market Analysis, and citizen participation.

Determining Resources: The Consultant Team will work with staff to quantify the Anticipated Resources (including CDBG and other public and private resources leveraged by HUD funds) and assess the Institutional Delivery Structure for investing these resources in housing and community development.

Setting Goals: The Consultant Team will assist staff in developing goals for each identified Priority Need, considering the strengths and limitations of the Institutional Delivery Structure. The Team and staff will follow the recommendations of the Consolidated Plan in IDIS Desk Guide and eCon Planning Suite Guidance in developing goals that are specific, measurable, action-oriented, realistic, and time-bound.

2. Develop the First-Year Action Plan:

The Consultant Team will develop the 2024-2025 Action Plan, based upon the information gathered for the Five-Year Consolidated Plan. As outlined in 24 CFR 91.220, the Action Plan will include, but not be limited to, the following components:

- A. Annual Goals and Objectives:** this component will briefly summarize each goal, identifying the priority needs that it addresses, the geographic area to be served, and the funding amount and outcome indicators.
- B. Projects:** this component will identify and describe specific projects to be funded during the program year and will explain the basis for identifying priorities and allocating funding.
- C. Geographic Distribution:** this component will identify the locations of specific projects and will explain the basis for selecting projects in various geographic areas of the county.
- D. Affordable Housing:** this component will provide numerical targets for affordable housing activities, including construction, acquisition, and rehabilitation of rental and ownership housing; assistance to households that are homeless or at risk of homelessness; assistance to special needs households; and direct assistance to homebuyers.

E. Public Housing: this component will describe how the local Housing Authority will address the needs of public housing residents, encourage their involvement, and promote self-sufficiency and homeownership.

F. Homeless and Other Special Needs Activities: this component will describe specific actions that the county and its partners will undertake to reduce and prevent homelessness and serve special needs populations.

G. Barriers to Fair and Affordable Housing: this component will identify regulatory, financial, land use, and knowledge barriers to fair and affordable housing access for low- and moderate-income households and propose remedies to these barriers. The Consultant Team will incorporate information from the current Analysis of Impediments.

H. Other Actions: this component will address other actions to be taken during the program year such as addressing lead-based paint hazards, reducing the number of families in poverty, improving the institutional structure for service delivery, and enhancing coordination between public and private housing and social service agencies.

I. Program-Specific Requirements: this component will describe the county's policies and procedures for fulfilling specific requirements of the CDBG program.

1.4 Integrated Disbursement and Information System (IDIS) Input

The Consultant Team will enter the Consolidated Plan, Annual Action, and all related apps or attachments into the IDIS Consolidated Plan Template (eCon Planning Suite). This is also where the plans will be submitted to HUD. Revisions as requested by HUD will be made and the contract will not conclude until HUD approval.

1.5 New Housing Equity Plan

The Coalition will prepare a Housing Equity Plan in accordance with HUD's new Affirmatively Furthering Fair Housing (AFFH) proposed rule and related Housing Equity Plan. The Consultant Team will use information gathered from the review of existing plans and documents, HUD-provided data and maps, information gathered through the community participation process, and local data and knowledge from county staff and community stakeholders to assess fair housing issues in the county. The scope of this work would be as follows:

1. Assemble Fair Housing Information:

A. The Consultant Team will identify and collect the information needed to develop a comprehensive Housing Equity Plan including data on:

B. Demographics

C. Segregation and Integration

D. Racially and Ethnically Concentrated Areas of Poverty (R/ECAPs)

E. Access to Community Assets

i. Education

ii. Employment

iii. Transportation

iv. Low-poverty neighborhoods

v. Environmentally healthy neighborhoods

vi. Other community assets

F. Access to Affordable Housing Opportunities

G. Access to Homeownership and Economic Opportunity

H. Local and State Policies and Practices Impacting Fair Housing

2. Develop the Housing Equity Plan:

A. The Consultant Team will prepare narratives and maps to identify and analyze the fair housing issues impacting protected class members in the county. A wide array of issues will be examined to identify and address impediments to fair housing choice. The fair housing issues include, among others:

i. Local and regional segregation and integration patterns and trends based on race, color, religion, sex, familial status, national origin, and disability within the county (levels of segregation, identification of areas with high segregation, location of owner-occupied housing in relation to segregation patterns, and discussion of trends, policies, or practices that could lead to higher levels of segregation).

ii. Racially or ethnically concentrated areas of poverty (R/ECAPs) within the county (identification of R/ECAPs, identification of protected classes disproportionately residing in R/ECAPs, and identification of trends).

iii. Disparities in access to opportunity for any protected classes within the county (exposure to various opportunity indicators including education, employment, transportation, low poverty exposure, environmentally healthy neighborhoods, and geographic disparities in access to opportunity).

iv. Disproportionate housing needs for any protected classes within the county (disproportionate housing needs by protected class groups, identification of areas experiencing the greatest housing burdens, identification of needs of families with children related to the available housing stock, and differences in rates of renter and owner-occupied housing by race/ethnicity).

3. Fair Housing Recommendations Strategy Session

Once impediments from each fair housing category have been identified, the Consultant Team will facilitate a strategy session with county staff to prioritize impediments to fair housing. During this session, the Consultant Team will provide evidence-based recommendations for mitigating fair housing issues and advise on best practices for implementing proposed activities. The strategy session will result in a course of action for Affirmatively Furthering Fair Housing (AFFH).

2.3 SCHEDULE OF MILESTONES

The schedule outlined below is estimated based on receiving a fully executed contract by March 2024. The final schedule of milestones will be discussed and agreed upon prior to contract execution. Any modifications will be discussed and agreed to by both parties.

<h1>Schedule</h1>	
Milestone	Timeline
Citizen Participation Plan and Consolidated Plan	
Citizen Participation Plan Content Development	March - April 2024
Consultation and Citizen Participation	March – May 2024
Conduct Research and Analysis	April – May 2024
Needs Assessment /Market Analysis Content Development	March – April 2024
Strategic Plan Content Development	April – May 2024
FY 24-25 Annual Action Plan Content Development	April – May 2024
Consolidated Plan /Annual Action Plan Review Ready	June 2024
30-Day Public Comment Period	July 2024
Commission Adoption	August 2024
Submit Consolidated Plan and Action Plan to HUD	August 15, 2024
Housing Equity Plan	
Consultation and Citizen Participation	March – May 2024
Conduct Research and Analysis	June - September 2024
Housing Equity Plan Review Ready	September 2024
30-Day Public Comment Period	September 2024

Exhibit "B"
Compensation and Method of Payment

TASK	DESCRIPTION	LUMP SUM
1.1/1.2	Citizen Participation Plan	\$ 5,000
1.3	3-Year Consolidated Plan	\$ 32,500
1.4	Integrated Disbursement and Information System (IDIS) Input	Included
1.5	Housing Equity Plan	\$ 30,000
TOTAL		\$ 67,500

County will be invoiced monthly on percent complete basis.

Exhibit "E"

Request for Proposals

undefined

24-RFPG00576/EK

CONSULTING SERVICES FOR HUD/CDBG CITIZEN PARTICIPATION
PLAN AND 2024-2026 CONSOLIDATED PLAN

County of Hernando
15470 Flight Path Drive
Brooksville, FL 34604



RELEASE DATE: January 17, 2024

DEADLINE FOR QUESTIONS: January 29, 2024

RESPONSE DEADLINE: February 19, 2024, 10:00 am

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/hernandocounty>

County of Hernando
undefined
24-RFPG00576/EK

Consulting Services for HUD/CDBG Citizen Participation Plan and 2024-
2026 Consolidated Plan

I. INTRODUCTION

II. SOLICITATION - OFFER - AWARD

III. SOLICITATION

IV. OFFER.....

V. AWARD

VI. RFP info

VII. SOLICITATION INSTRUCTIONS

VIII. REQUEST FOR PROPOSALS.....

IX. SCOPE OF WORK.....

X. PRICING PROPOSAL

XI. FEDERALLY FUNDED CONTRACTS REQUIRED TERMS & CONDITIONS ...

XII. SPECIAL FEDERAL PROVISIONS - DEPARTMENT OF HOUSING & URBAN
DEVELOPMENT

XIII. EVALUATION PHASES.....

XIV. VENDOR QUESTIONNAIRE

Attachments:

A - Professional_Services_Agreement_Sample_with_Grant_Clauses

1. INTRODUCTION

1.1. Summary

NOTICE IS HEREBY GIVEN THAT THE

BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA,

IS ACCEPTING PRPOSALS FOR:

NO. SOLICITATION # 24-RFPG00576/EK

FOR

Consulting Services for HUD/CDBG Citizen Participation Plan and 2024-2026 Consolidated Plan

The Board of County Commissioners of Hernando County, Florida, ("the County"), is soliciting Firms to consult and develop Hernando County's Citizens Participation and Consolidated Plans for entitlement status for Community Development Block Grant programs.

Offers for furnishing the above will be received and accepted up to 10:00 am, local time, Monday, February 19, 2024, via the Hernando County Procurement Department [eProcurement Portal](#). Only electronic submittals shall be accepted by the County.

The Board of County Commissioners of Hernando County, Florida, reserves the right to accept or reject any or all bids and waive informalities and minor irregularities in offers received in accordance with the Bid Documents and the Hernando County Procurement Ordinance.

Interested firms may secure the Bid Documents, plans, drawings, and all other pertinent information by visiting the County's eProcurement Portal. For additional project information, please visit the Hernando County Procurement Department website at www.hernandocounty.us or submit a question via the Q&A Tab in the County's [eProcurement Portal](#).

The Procurement Department will post addenda on the County's [eProcurement Portal](#) to all questions in accordance with the Solicitation Instructions. It is the responsibility of prospective Bidders to visit the [eProcurement Portal](#) to ensure that they are aware of all addenda issued relative to this Solicitation.

1.2. Background

Hernando County has complied with the requirements of the United States Department of Housing and Urban Development to become a new potential eligible Urban County. As a new potential entitlement grantee for Community Development Back Grant Fiscal Year 2024- 2026 Hernando County must complete a Citizen Participation Plan and 2024-2026 Consolidated Plan (pursuant to 24 CFR § 570.302 and Part 91). The Consolidated plan must meet all the requirements of 24 CFR Part 91, including all required certifications.

The completed Citizen Participation Plan and 2024-2026 Consolidated Plan must be submitted to Hernando County by July 12, 2024.

It is the intent of Hernando County to award a Contract to one (1) firm.

1.3. [Contact Information](#)

Erin Kluis Briggs

Procurement Coordinator

Email: ebriggs@co.hernando.fl.us

Phone: [\(352\) 754-4778](tel:(352)754-4778)

Department:

Health and Human Services

Department Head:

Veda Ramirez

Health and Human Services Manager

1.4. [Timeline](#)

Release Project Date	January 17, 2024
Question Submission Deadline	January 29, 2024, 5:00pm
Question Response Deadline	January 31, 2024, 5:00pm

<p>Proposal Submission Deadline</p>	<p>February 19, 2024, 10:00am Join Zoom Meeting https://hernandoclerk.zoom.us/j/92161001651?pwd=a2hqSHA1eG1SZHNhYWNOsUVndWQ0UT09</p> <p>Meeting ID: 921 6100 1651 Passcode: 234224</p> <p>---</p> <p>One tap mobile +13052241968,,92161001651#,,,,*234224# US +16469313860,,92161001651#,,,,*234224# US</p> <p>---</p> <p>Dial by your location</p> <ul style="list-style-type: none">• +1 305 224 1968 US• +1 646 931 3860 US• +1 301 715 8592 US (Washington DC)• +1 309 205 3325 US• +1 312 626 6799 US (Chicago)• +1 646 558 8656 US (New York)• +1 669 444 9171 US• +1 669 900 6833 US (San Jose)• +1 689 278 1000 US• +1 719 359 4580 US• +1 253 205 0468 US• +1 253 215 8782 US (Tacoma)• +1 346 248 7799 US (Houston)• +1 360 209 5623 US• +1 386 347 5053 US• +1 507 473 4847 US• +1 564 217 2000 US <p>Meeting ID: 921 6100 1651 Passcode: 234224</p> <p>Find your local number: https://hernandoclerk.zoom.us/u/aez7DQVcRg</p>
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Consensus Evaluation Meeting	March 4, 2024, 3:00pm 621 W Jefferson St, Brooksville, Florida 34601
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2. SOLICITATION - OFFER - AWARD

ISSUED BY:

BOARD OF COUNTY COMMISSIONERS

HERNANDO COUNTY, FLORIDA

Elizabeth Narverud, Chairwoman

Brian Hawkins, Vice Chairman

Jerry Campbell, Second Vice Chairman

John Allocco

Steve Champion

SUBMIT BID OFFER TO:

HERNANDO COUNTY

PROCUREMENT DEPARTMENT

via Hernando County's [eProcurement Portal](#)

Carla Rossiter-Smith

Chief Procurement Officer

3. SOLICITATION

SEALED OFFERS FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED BY THE PROCUREMENT DEPARTMENT, VIA THE COUNTY'S [eProcurement Portal](#) UNTIL 10:00 am, LOCAL TIME ON Monday, February 19, 2024. NO BID OFFERS WILL BE ACCEPTED AFTER THE AFORESAID DATE AND TIME. THIS IS AN ADVERTISED SOLICITATION AND THE RESPONDING BIDDERS WILL BE PUBLICLY READ IN THE PROCUREMENT DEPARTMENT CONFERENCE ROOM AT 10:00 am ON Monday, February 19, 2024. PURSUANT TO FS 119.071 (current version) SEALED BIDS, PROPOSALS, OR REPLIES RECEIVED BY AN AGENCY PURSUANT TO A COMPETITIVE SOLICITATION ARE EXEMPT FROM FINAL INSPECTION UNTIL SUCH TIME AS THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION OR UNTIL THIRTY (30) DAYS AFTER OPENING THE BIDS, PROPOSALS, OR FINAL REPLIES, WHICHEVER IS EARLIER.

4. OFFER

THE UNDERSIGNED, BEING DULY AUTHORIZED TO SUBMIT THIS BID ON BEHALF OF THE BIDDER, AGREES THAT IF THIS OFFER IS ACCEPTED WITHIN ONE HUNDRED TWENTY (120) DAYS FROM THE BID OPENING DATE, TO FURNISH TO HERNANDO COUNTY ANY AND ALL ITEMS FOR WHICH PRICES ARE OFFERED IN THIS BID SOLICITATION AT THE PRICE(S) SO OFFERED, DELIVERED AT DESIGNATED POINT(S), WITHIN THE TIME PERIOD SPECIFIED, AND AT THE TERMS AND CONDITIONS SO STIPULATED IN THE SOLICITATION FOR BIDS.

5. AWARD

UPON AWARD, PLEASE SUBMIT INVOICES TO:

Hernando County

Health & Human Services

621 W. Jefferson St.

Brooksville FL 34601

6. RFP info

6.1. ADVERTISEMENT OF RFP

NOTICE IS HEREBY GIVEN that the Board of County Commissions of Hernando County, Florida, is accepting Proposals for:

SOLICITATION # 24-RFPG00576/EK

FOR

Consulting Services for HUD/CDBG Citizen Participation Plan and 2024-2026 Consolidated Plan

Offers for furnishing the above will be received and accepted up to 10:00 a.m. (local time), Monday, February 19, 2024, via Hernando County Procurement Department's [eProcurement Portal](#). Only electronic submittals shall be accepted by the County.

The Board of County Commissioners of Hernando County, Florida reserves the right to accept or reject any or all bids and waive informalities and minor irregularities in offers received in accordance with the bid documents and the Hernando County Procurement Ordinance.

Interested firms may secure the bid documents and plans and drawings and all other pertinent information by visiting the County's eProcurement Portal. For additional project information, please visit the Hernando County Board of County Commissioners Procurement Department at www.hernandocounty.us, or by submitting a question via the Q&A Tab in the County's [eProcurement Portal](#).

Ex parte communication: Please note that to ensure proper and fair evaluation of a submittal, the County prohibits ex parte communication (i.e. unsolicited) initiated by the Proposer to the County Official or Employee prior to the time a Proposal decision has been made. Communication between Proposer and the County will be initiated by the appropriate County Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Proposal. Ex parte communication may be grounds for disqualifying the offending Proposer from consideration or award of the Proposal then in evaluation or any future Proposal.

All firms are hereby placed on formal notice that neither the County Commissioners nor candidates for County Commission, nor any employees from the Hernando County Government, Hernando County staff members, nor any members of the Professional Services Review Committee are to be lobbied, either individually or collectively, concerning this project. Firms and their agents who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on formal notice that

they are not to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County. Any such lobbying activities may cause immediate disqualification for this project.

The Procurement Department will post addenda on the County's [eProcurement Portal](#) to all questions in accordance with the Solicitation Instructions. It is the responsibility of prospective Bidders to visit the [eProcurement Portal](#) to ensure that they are aware of all addenda issued relative to this solicitation.

Pursuant to Florida Statutes 119.071 (Current Edition) sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or final replies whichever is earlier.

NOTICE TO BIDDERS

To ensure that your bid is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Erin Kluis Briggs Procurement Coordinator , Procurement Department, via the County's [eProcurement Portal](#).

7. SOLICITATION INSTRUCTIONS

7.1. DEFINITIONS

- A. **"Addenda"** means a written or graphic instrument issued by the County prior to the execution of the Agreement which modify or interpret the Request for Qualifications by additions, deletions, clarifications, corrections or other type of modifications. Addenda will become part of the Contract Documents when the Agreement is executed.
- B. **"Agreement"** means a legal document executed by the County and the Successful Proposer, which supersedes all prior negotiations, representations, or agreements, either written or oral. The Agreement, as amended from time to time, forms the contract between County and the Successful Proposer setting forth the roles, responsibilities and obligations of the parties including, but not limited to, the performance of the Services and the basis of payment. Sometimes referred to as "the Contract".
- C. **"Contract Documents"** means the Request for Qualifications, including Addenda to such, the Agreement, including Addenda to such, Proposer's Proposal, Scope of Services, Certificate(s) of Insurance, Notice of Intent to Award, Notice of Award, Proposer's Representation and Certification Form, Proposer's Hold Harmless Agreement, and any other documents mailed, e-mailed or otherwise transmitted to the Proposer prior to or after the submittal of their Proposal, and prior to or after Award, all of which are all to be treated as one in the form of the Contract Documents.
- D. **"Contractor"** means the Successful Proposer, in the context of the Request for Qualifications. In the context of the Contract Documents, Contractor means any company, firm, partnership, corporation, association, joint venture, or other legal entity permitted by law to perform the Services in the State of Florida. Such legal entity shall be the entity that enters into a written Agreement with the County to perform the Services for the Project described in the Contract Documents. The Contractor will have sole responsibility for the performance of the Services covered under an Agreement that is awarded in conjunction with this Request for Qualifications.
- E. **"County"** means Hernando County Board of County Commissioners, its officers, employees, agents and volunteers.
- F. **"Evaluation Team"** means County employees selected to evaluate and score the Proposals and Oral Presentation (if applicable) and recommend to the Board the Successful Proposer for an award.
- G. **"Minor Irregularity"** means a variation from the Request for Qualifications terms and conditions which does not affect the price or give the Proposer an advantage or benefit not enjoyed by the other Proposers or does not adversely impact the interests of the County.

- H. **"Notice of Award"** means a written notice submitted by the County notifying the Successful Proposer that they have been awarded the project.
- I. **"Notice of Intent to Award"** means a written notice submitted by the County notifying the Successful Proposer that the County intends to award the project to them contingent upon the Successful Proposer executing the Agreement and submitting any outstanding documents.
- J. **"Notice to Proceed"** means a written notice issued by the County to the Successful Proposer fixing the date on which the Successful Proposer shall start the performance of the Services and the length of time for the completion of the Services, in accordance with the Contract Documents.
- K. **"Owner"** means Hernando County Board of County Commissioners, its officers, employees, agents, and volunteers.
- L. **"Pre-Proposal Meeting"** a meeting at which all Proposers gather to obtain additional information as to the scope of Services required under the Request for Qualifications.
- M. **"Public Opening"** means the opening of the Proposals and the announcing of the Proposers who submitted a Proposal in response to the Request for Qualifications in the presence of the public.
- N. **"Proposer"** means the entity that submits a Proposal to the County in response to the Request for Qualifications. "Proposal" means the response to the Request for Qualifications submitted by the Proposer. Sometimes referred to as "Bidder" or "Contractor".
- O. **"Recommendation of Award"** means a written notification sent by way of facsimile or electronic e-mail to those who submitted a Proposal in response to this Request for Qualifications advising them of the County's decision for its selection of the Successful Proposer and its intent to award to that Proposer.
- P. **"Request for Qualifications"** (or "Request for Proposal") means the contents of this solicitation and all supporting documents including Addendum to such, or other related information transmitted to Proposers.
- Q. **"Responsive"** means a Proposal that conforms in all material respects to the Request for Qualifications requirements.
- R. **"Responsible Proposer"** means a Proposer who shows that they have the capability in all respects to perform fully the Services outlined in the Request for Qualifications, and the integrity and reliability that will assure good faith performance.
- S. **"Services"** means all supervision, labor, materials, equipment, supplies, Sub-Contractors, and incidental expenses required by the Proposer to execute and complete the requirements of the Services outlined in the Contract Documents, including those prescribed or implied.
- T. **"Sub-Contractor"** means an entity having a direct Contract with the Successful Proposer or with any other Sub-Contractor of the Successful Proposer who will provide product(s) or Services(s)

for the performance of a part of the Services required under the Contract Documents under the sole control and direction of the Contractor.

- U. **"Successful Proposer"** means the Proposer to whom the County awards an agreement based on County's evaluation of the Proposer's qualifications and pricing as hereinafter provided.
- V. **"Timeline"** means the list of critical dates and actions involved in the Request for Qualifications.

8. REQUEST FOR PROPOSALS

8.1. PURPOSE AND OVERVIEW

CAUTION: In accordance with Section 287.057 (23), Fla. Stat. (Current Edition), Proposers to this solicitation, or persons acting on their behalf, may not contact any employee or officer of the County concerning any aspect of this solicitation, except in writing to the Contact Person noted above, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays and legal holidays. Violation of this provision may be grounds for rejecting a response to this solicitation.

8.2. INSTRUCTIONS TO PROPOSERS:

- A. It is the intent and purpose of the Hernando County Board of County Commissioners (County) that this Request for Proposals promotes competitive Proposals. It shall be the Proposer's responsibility to advise the Procurement Department at the address noted in the Section 1, if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this Request for Proposals to a single source. Such notification must be submitted in writing and must be received by the Procurement Department not later than ten (10) days prior to the Proposal due date.
- B. All Proposals will be publicly announced and only the names of all Proposers shall be read aloud.
- C. The Hernando County Board of County Commissioners is not responsible for expenses incurred by Proposers prior to award. Hernando County officially distributes solicitation documents through the County's eProcurement Portal. Solicitation documents may be downloaded at NO COST using this electronic website. Copies of solicitation documents obtained from other sources are not considered official and must not be relied upon. Hernando County is not responsible for solicitation documents obtained from sources other than the County's eProcurement Portal. Only Consultant/Proposers who properly register and follow the project directly from the County's eProcurement Portal will receive addenda and other important information if issued.
- D. The County reserves the right to accept or reject any or all Proposals, with or without cause, to waive technicalities, or to accept the Proposal which, in its sole judgment, best serves the interest of the County, or to award a Contract to the next most qualified Proposer if a successful Proposer does not execute a Contract within thirty (30) days after approval of the selection by the Board of County Commissioners or other competent authority.
- E. Hernando County reserves the right, and the Chief Procurement Officer has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of

County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Hernando County Purchasing Ordinance.

- F. Any Proposal may be withdrawn until the date and time set above for the submission of the Proposals. Any Proposals not so withdrawn shall constitute an irrevocable offer for a period of one hundred eighty (180) days or until one (1) or more of the Proposals have been awarded.
- G. Costs of preparation of a response to this request for Qualifications are solely those of the Proposer. The County assumes no responsibility for any such costs incurred by the Proposer. The Proposer also agrees that the County bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

8.3. QUESTIONS REGARDING THIS RFP:

- A. Proposers shall not direct any queries or statements concerning their Proposal to the Hernando County Professional Services Review Committee or County staff during the selection process, from the time of submission of a Proposal until the execution of a Contract. Any Proposer who initiates any discussions with staff in any manner other than that described below is subject to disqualification from this procurement.
- B. All questions or concerns regarding this Request for Proposals must be submitted in writing, via the County's eProcurement Portal no later than 5:00 pm ,Monday, January 29, 2024 When required the Procurement Department will issue an addendum to the Request for Qualifications. The addendum will be available on the Internet for access by potential Proposers. Proposers are instructed not to contact the initiating division directly. No oral interpretation of this Request for Qualifications shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Chief Procurement Officer.
- C. This provision exists solely for the convenience and administrative efficiency of Hernando County. No Proposer or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Proposer or third party have any standing to sue or cause of action arising therefrom.
- D. If any OFFEROR contemplating submitting a Proposal for this solicitation is in doubt as to the true meaning of the terms, conditions, specifications or other solicitation documents or any part thereof, he may submit a request for clarification via the County's eProcurement Portal. Any interpretation of the terms, conditions and/or specifications, if made, will be only by Addendum duly issued. A copy of such Addendum will be posted to the County's eProcurement Portal. The COUNTY will not be responsible for any other explanation or interpretation of the proposed solicitation made or given prior to the award of the Contract.
- E. Receipt of an Addendum to this solicitation by an OFFEROR must be acknowledged via the County's eProcurement Portal. Monday, January 29, 2024

8.4. INSTRUCTIONS FOR PREPARING PROPOSALS, REQUIREMENTS AND RULES FOR PROPOSALS:

- A. The Proposal must name all persons or entities interested in the Proposal as principals. The Proposal must declare that it is made without collusion with any other person or entity submitting a Proposal pursuant to this RFP.
- B. Sub-Contractors/Sub-Consultants: The Hernando County BOCC reserves the right to approve all Sub-Contractors and/or Sub-Consultants for this Contract. If Sub-Contractors are to be utilized, their names and references must be included within this initial Proposal. Responsibility for the performance of the Contract remains with the awarded Contractor exclusively. Sub-Contractors may be added to this Contract during the Contract period only with PRIOR WRITTEN PERMISSION from the Hernando County BOCC.
- C. Proposer shall identify any work for this project that will be performed outside the United States of America. The company to perform the work, the country in which the work will be done, and the entity responsible for Quality Assurance/Quality Control for that work shall be identified.
- D. Pricing shall be firm for a period of one hundred and eighty (180) days or until award is made, whichever occurs first. Pricing shall include such amounts, as Proposer deems proper, for all labor, materials, equipment, Sub-Contractors, suppliers, insurance, overhead, profit and any other costs to provide the Services as noted in this Request for Qualifications. Pricing shall include any sales or use taxes, if applicable.
- E. Miscellaneous Requirements:
 - 1. The Proposer/Contractor shall possess all the appropriate licenses, permits and tariffs required by various governmental agencies having jurisdiction over such services. A copy of all the required licenses will be required prior to award of a Contract, including certification of a Florida certified professional engineer.
 - 2. The Hernando County BOCC or its authorized representative reserves the right to obtain all documentation deemed appropriate to verify the Contractor is meeting all regulations and specification requirements.
 - 3. Any damage to facilities, equipment or property, due to purposeful actions, incompetence or negligence of the Contractor's personnel including Sub-Contractors that occurs, shall be responsibility of the Contractor. The Contractor shall reimburse the owner of the damaged facility, equipment or property for any cost to repair damage, beyond reasonable wear, caused by the Contractor.
 - 4. The Provider's and their Sub-Contractor's personnel who perform the work in connection with this Contract shall meet the requirements of the Hernando County BOCC drug policy.

8.5. PROPOSAL FORMAT:

Please respond to all Proposal Format Questions in Section 15, Vendor Questionnaire.

8.6. DEBRIEFING OF PROPOSERS:

Not later than thirty (30) calendar days after Board approval of a selection or shortlist, a Proposer may submit a written request to the applicable Contract administrator or purchasing agent for a debriefing on the evaluation of their Proposal. The purchasing agent will schedule a meeting with the Proposer for the debriefing. However, at the Proposer's request, the debriefing may be conducted via telephone conference or the Proposer may request a copy of the digital recording of the selection on CD for \$15.00 fee. The debriefing shall include the following minimum information:

- A. Key requirements of the solicitation.
- B. The overall ranking of all Proposals.
- C. The significant weaknesses or deficiencies in the Proposal in response to the requirements of the solicitation.
- D. If requested, an explanation of the score received for each evaluation criteria will be provided, including costs, if applicable.
- E. If applicable, a summary of the rationale for award.
- F. Responses to any relevant questions of the Proposer.

8.7. PROPOSAL EVALUATION PROCESS:

- A. The Professional Services Review Committee (PSRC) will review all Proposals received and establish a short list in order of preference of no fewer than three (3) Proposers deemed to be the most qualified to provide the service requested based on the criteria set forth in the Evaluation Criteria Section. It is the intent of the County to award one (1) contract.
- B. The Professional Services Review Committee will evaluate each Proposer's written Proposal and assign a consensus score for each evaluation criteria based upon consensus scoring. The score can be zero to the maximum value, as noted in the Evaluation Criteria Section.
- C. The scores for all evaluation criteria for each Proposer will be summed and averaged by way of consensus scoring. If a Proposer was given a perfect score, that Proposer would receive a total score of 100, as noted in the Evaluation Criteria Section.
- D. Based on the overall total evaluation consensus score, the Proposers will then be ranked highest (favorable) to lowest (unfavorable).

- E. Alternatively, the Board may direct the Committee to establish a "short list" of no fewer than three (3) Proposers without establishing a priority order. The Committee or the Board of County Commissioners may request oral presentations from the Proposers when establishing the priority list. If three (3) or fewer Proposals are received, all Proposers shall be included in the selection process as described below.
- F. The oral presentation score for each Proposer, if orals are required, will be added to their Proposal evaluation score to arrive at a total overall consensus score. Proposers will once again be ranked highest (favorable) to lowest (unfavorable).
- G. Once the short list of Proposers has been prepared by the Committee, either the Board or the Committee shall attempt to negotiate a Contract with the most qualified Proposer at compensation which is fair, competitive and reasonable.
- H. If the Committee or the Board is unable to negotiate a satisfactory Contract with the first Proposer, negotiations with that Proposer shall be terminated and the Committee or the Board shall attempt to negotiate a Contract with the next most qualified Proposer. If these negotiations are not successful, negotiations shall be terminated with the second Proposer and attempted with the third most qualified. If the Board or the Committee is not successful in negotiating a satisfactory Contract with any of the selected Proposers, the Board or the Committee shall select additional Proposers in order of their qualifications and continue negotiations until an agreement is reached or if no agreement can be reached the Board may reject all Proposals and may re-advertise for new Proposals. All Contracts negotiated by the Committee shall be subject to final approval by the Board unless such approval is waived by the Board.
- I. Hernando County shall be the sole judge of its own best interests, the Proposals, and the resulting agreement. An award may be made to the most responsive and responsible firm whose Proposal is determined to be the most advantageous to the County. The County's decision shall be final and the County at all times reserves the right to:
 - 1. Reject any or all Proposals or parts thereof
 - 2. Issue subsequent Requests for Proposals
 - 3. Cancel the entire Request for Proposals
 - 4. Remedy technical errors in the Request for Proposals
 - 5. Negotiate with any, all, or none of the Proposers
 - 6. Award a Contract to one or more Proposers or none at all
 - 7. Accept other than the lowest price
 - 8. Waive informalities and irregularities in Proposals

- J. Hernando County reserves the right to consider historic information and fact, whether gained from the Proposer's response, question and answer conferences, references, and/or other sources in the evaluation process.
- K. The County reserves the right to conduct investigations as deemed necessary by the County to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of Proposers, Sub-Contractors, suppliers and other persons and organizations to perform and furnish the work in accordance with the Proposal documents.
- L. It is the Proposer's sole responsibility to submit information related to the evaluation categories. Hernando County is under no obligation to solicit such information if the Proposer fails to include it within their Proposal submittal. Failure to provide requested information may result in the rejection of the Proposal, or a deduction in evaluation points at the sole discretion of the evaluation committee.

8.8. TERMS AND CONDITIONS:

- A. The County reserves the right to accept or reject any or all Proposals, with or without cause, to waive technicalities, or to accept the Proposal which, in its sole judgment, best serves the interest of the County, or to award a Contract to the next most qualified Proposer if a successful Proposer does not execute a Contract within thirty (30) days after approval of the selection by the Board of County Commissioners or other competent authority.
- B. Hernando County reserves the right, and the Chief Procurement Officer has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Hernando County Purchasing Policy.
- C. The County reserves the right to request clarification of information submitted and to request additional information of one or more applicants.
- D. The Contract that the County intends to use for award is attached for reference. Any exceptions to this standard Contract must be clearly indicated by return of the standard Contract with the Proposal, with exceptions clearly noted. The County has the right to require the selected Proposer to sign the attached Contract or to negotiate revisions to the Contract language prior to execution of the Contract, at its sole discretion.
- E. Information regarding Committee scheduling and Board approvals are available by calling the Purchasing and Contracts Department at (352) 754-4020.
- F. A person or affiliate who has been placed on the convicted Consultant/Firm list following a conviction for 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/Firm, supplier, Sub-Contractor or Consultant/Firm under a Contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017 (Current Edition), for CATEGORY TWO (2) for a period of thirty-six (36) months from the date of being placed on the convicted Consultant/Firm list.

- G. The County's performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners.
- H. Proposers shall list all proposed Sub-Contractors to be used, regardless of racial or gender grouping. Include names, addresses, phone numbers, type of work Sub-Contracted (discipline, trade or commodity) and proposed percentage of work.

8.9. INDEMNITY, SAFETY AND INSURANCE PROVISIONS:

A. INDEMNITY, SAFETY AND INSURANCE PROVISIONS:

1. Indemnity: To the fullest extent permitted by Florida law, the Vendor/Contractor covenants, and agrees that it will indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

2. Protection of Person and Property:

- a. The Vendor/Contractor will take all reasonable precautions for, and will be responsible for initiating, maintaining and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of his operations under this Contract.
- b. The Vendor/Contractor will take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of his operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, the Vendor/Contractor will act, with reasonable care and discretion, to prevent any threatened damage, injury or loss.

B. MINIMUM INSURANCE REQUIREMENTS: Vendor/Contractor shall procure, pay for and maintain at least the following insurance coverage and limits. Said insurance shall be evidenced by delivery to the County of a certificate(s) of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies. The insurance requirements shall remain in effect throughout the term of this Contract.

1. **Workers' Compensation:** As required by law:
 - a. State.....Statutory
 - b. APPLICABLE FEDERAL.....Statutory
 - c. EMPLOYER'S LIABILITY.....Minimum:
 - i. \$100,000.00 each accident
 - ii. \$100,000.00 by employee
 - iii. \$500,000.00 policy limit
 - d. Exemption per Florida Statute 440: If a Vendor/Contractor has less than three (3) employees and states that they are exempt per Florida Statute 440, they must provide an exemption certificate from the State of Florida. Otherwise, they will be required to purchase Workers' Compensation Insurance and provide a copy of Workers Compensation Insurance.
<https://www.myfloridacfo.com/Division/WC/Employer/Exemptions/>
2. **General Liability:** Comprehensive General Liability including, but not limited to, Independent Contractor, Contractual Premises/Operations, and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death.
 - a. Coverage as follows:
 - i. EACH OCCURRENCE.....\$1,000,000.00
 - ii. GENERAL AGGREGATE\$2,000,000.00
 - iii. PERSONAL/ADVERTISING INJURY.....\$1,000,000.00
 - iv. PRODUCTS-COMPLETED OPERATIONS AGGREGATE..\$2,000,000.00 Per Project Aggregate (if applicable)
 - b. ALSO, include in General Liability coverage for the following areas based on limits of policy, with:
 - i. FIRE DAMAGE (Any one (1) fire.....\$50,000.00
 - ii. MEDICAL EXPENSE (Any one (1) person)..... \$5,000.00
3. **Additional Insured:** Vendor/Contractor agrees to endorse Hernando County as an additional insured on the Comprehensive General Liability. The Additional Insured shall read "Hernando County Board of County Commissioners." Proof of Endorsement is required.
4. **Waiver of Subrogation:** Vendor/Contractor agrees by entering into this Contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a

policy condition not permit Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Vendor/Contractor enter into such an agreement on a pre-loss basis.

5. AUTOMOBILE LIABILITY: Comprehensive automobile and truck liability covering any auto, all owned autos, scheduled autos, hired autos, and non-owned autos. Coverage shall be on an "occurrence" basis. Such insurance to include coverage for loading and unloading hazards. Coverage as follows:

- a. COMBINED SINGLE LIMIT (CSL)..... \$1,000,000.00 or:
- b. BODILY INJURY (Per Person)..... \$1,000,000.00
- c. BODILY INJURY (Per Accident)..... \$1,000,000.00
- d. PROPERTY DAMAGE.....\$1,000,000.00

6. PROFESSIONAL LIABILITY (if applicable it will be noted below separately):

7. BUILDERS RISK INSURANCE (if applicable it will be noted below separately):

8. CRIME PREVENTION – BOND (if applicable it will be noted below separately):

9. EXCESS/UMBRELLA LIABILITY (if applicable it will be noted below separately):

10. POLLUTION LIABILITY (if applicable it will be noted below separately):

11. SUBCONTRACTORS (if applicable): All subcontractors hired by said Contractor are required to provide Hernando County Board of County Commissioners a Certificate of Insurance with the same limits required by the County as required by the Contract. All subcontractors are required to name Hernando County Board of County Commissioners as additional insured and provide a Waiver of Subrogation in regards to General Liability.

12. RIGHT TO REVISE OR REJECT: County reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, County reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.

C. EACH INSURANCE POLICY SHALL INCLUDE THE FOLLOWING CONDITIONS BY ENDORSEMENT TO THE POLICY:

1. Vendor/Contractor agrees to provide County with a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and the Certificate of Insurance shall provide a minimum thirty (30) day endeavor to

- notify, when available by Vendor/Contractor's insurer. If the Vendor/Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives noticed that coverage no longer complies with the insurance requirements herein, Vendor/Contractor agrees to notify the County by email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder shall read: **Hernando County Board of County Commissioners, Attention: Human Resources/Risk Department, 15470 Flight Path Drive, Brooksville, Florida 34604**
2. Companies issuing the insurance policy or policies shall have no recourse against the County for payment of premiums or assessments for any deductibles which all are the sole responsibility and risk of Vendor/Contractor.
 3. The term "County" or "Hernando County" shall include all authorities, boards, bureaus, commissions, divisions, departments, and offices of the County and individual members, employees and agents thereof in their official capacities and/or while acting on behalf of Hernando County.
 4. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- D. The Vendor/Contractor shall be required to provide a current Certificate of Insurance to the County prior to commencement of services.
 - E. Bidders may, at the County's request, be required to provide proof that their firm meets the preceding insurance requirements, by submission of a Certificate Of Insurance coverage(s), prior to award of the Contract.
 - F. Failure of the Owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the Owner to identify a deficiency from evidence provided shall not be construed as a waiver of Vendor/Contractor's obligation to maintain such insurance.

8.10. INSURANCE REQUIREMENTS (continued)

PROFESSIONAL LIABILITY (if applicable): including Errors and Omissions with minimum limits of \$3,000,000.00 per occurrence, if occurrence form is available; or claims made form with tail coverage extending three (3) years beyond completion and acceptance of the project with proof of tail coverage to be submitted with the invoice for final payment. In lieu of tail coverage, consultant may submit annually to the County a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3) year period.

Notwithstanding the requirements for Professional Liability Insurance listed above, Engineer and/or Architect must provide evidence of coverage, a minimum of \$1,000,000.00.

8.11. MAINTENANCE OF RECORDS:

The Vendor/Contractor will keep adequate records and supporting documents applicable to this contract. Said records and documentation will be retained by the Vendor/Contractor for a minimum of five (5) years from the date of final payment on this contract. The County and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the County deems necessary during the period of this contract and a period of five (5) years after completion of contract performance; provided however, such activity shall be conducted only during normal business hours. The County during the period of time defined by the preceding sentence, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Vendor/Contractor as concerns the aforesaid records and documentation. Pursuant to Section 119.0701 (Current Edition), Florida Statutes, Vendor/Contractor shall comply with the Florida Public Records' laws and shall:

- A. Keep and maintain records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the public agency.
- D. Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- E. Failure to comply with this section shall be deemed a breach of the Contract and enforceable as set forth in Section 119.0701, Florida Statutes (Current Edition).

IF THE VENDOR/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (CURRENT EDITION), TO THE VENDOR/CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PROCURMENT CONTACT LISTED IN THIS SOLICITAION.

8.12. SHORTLISTS, PROTESTS AND LOBBYING

The notice of intent, will be posted for review by interested parties at the Procurement Department eProcurement Portal following Professional Services Review Committee approval and will remain for a period of five (5) full business days. Failure to file a protest to the Chief Procurement Officer by 5:00 PM on the fifth full business day after posting date shall constitute a waiver of protest proceedings. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes (Current Edition), or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes (Current Edition). Additional information relative to lobbying and protests can be found at the following site: Hernandocounty.us/purchasing.

8.13. CONE OF SILENCE

This solicitation falls under the Hernando County Procurement Ordinance 93-16 (Current Edition). After a bid is opened or a short list is established for an Invitation to Bid (ITB), Request for Qualification (RFQ), or Request for Proposal (RFP), a Vendor/Contractor or representative as defined in the Ordinance, may not seek information or clarification or in any way contact any official or employee of the County concerning this solicitation with the exception of the Hernando County Chief Procurement Officer, County Attorney, or an individual specifically designated in this document for dissemination of information. A copy of any written communication concerning this solicitation shall be filed with the Procurement Department and shall be made available to the public upon request. A violation of the cone of silence renders any award voidable at the sole discretion of the Chief Procurement Officer with approval from the Board of County Commissioners and may subject the potential Vendor/Contractor or representative to debarment. Nothing in the Ordinance prevents a Vendor/Contractor or representative from taking part in a public meeting concerning the solicitation.

- A. All Vendors/Consultants or representatives are hereby placed on formal notice. A lobbying “Cone of Silence” period shall commence upon issuance of the solicitation until the Board selects the successful Proposer. For procurements that do not require Board approval, the “Cone of Silence” period commences upon solicitation issuance and concludes upon Contract award.
- B. Neither the members of the Board of County Commissioners nor candidates for County Commission, nor any employees from the Hernando County Government, Hernando County staff members, nor any members of the Professional Services Review Committee are to be lobbied, either individually or collectively, concerning this project. Vendors/Consultant or representative who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on formal notice that they are not to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County. Any such lobbying activities may cause immediate disqualification for this project.

8.14. E-VERIFY

- A. Consultant/Firm is advised that the County has entered into an agreement with U.S. Immigration and Customs Enforcement (ICE) wherein the County will, in part, seek to promote the principles of ethical business conduct, prevent the knowing hiring of unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE (the IMAGE Agreement). Accordingly, by submitting your Bid/Proposal, Consultant/Firm represents and warrants (a) that the Consultant/Firm is in compliance with all applicable federal, state and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States, (b) that all of the Consultant/Firm employees are legally eligible to work in the United States, and (c) that the Consultant/Firm has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).
- B. A mere allegation of Consultant/Firm's intent to use and/or current use of unauthorized workers may not be a basis to delay the County's award of a Contract to the Consultant/Firm unless such an allegation has been determined to be factual by ICE pursuant to an investigation conducted by ICE prior to the date the Contract is scheduled to be awarded by the County.
- C. Legitimate claims of the Consultant/Firm's use of unauthorized workers must be reported to both of the following agencies:
1. The County's Procurement Department at (352) 754-4020: and
 2. ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE
- D. In the event it is discovered that the Consultant/Firm's employees are not legally eligible to work in the United States, then the County may, in its sole discretion, demand that the Consultant/Firm cure this deficiency within a specified time frame, and/or immediately terminate the Contract without any cost or penalty to the County, and/or debar the Consultant/Firm from bidding on all County Contracts for a period up to twenty-four (24) months, and/or take any and all legal action deemed necessary and appropriate.
- E. Consultant/Firm is required to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with Sub-Contractors:
1. Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.
 2. Use the Social Security Number Verification Service and make good faith effort to correct and verify the names and Social Security numbers of the current workforce.
 3. Establish a written hiring and employment eligibility verification policy.

4. Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.
5. Require the Form I-9 and E-Verify process to be conducted only by individuals who received appropriate training and include secondary review as of each employee's verification to minimize the potential for a single individual to subvert the process.
6. Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.
7. Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process
8. Establish a program to assess Sub-Contractors' compliance with employment eligibility verification requirements. Encourage Consultant/Firms to incorporate the IMAGE Best Practices contained in this Article and, when practicable, incorporate the verification requirements in Sub-Contractor agreements.
9. Establish a protocol for responding to letters received from Federal and State government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.
10. Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.
11. Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. Citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.
12. Maintain copies of any documents accepted as proof of identify and/or employment authorization for all new hires.

8.15. CONTRACT AWARD

Award will be made at the earliest possible Hernando County BOCC Board meeting subsequent to the evaluation process. It is incumbent on Proposers to contact the Procurement Department to determine the successful Proposer(s). This Request for Proposals is issued in accordance with and shall be governed by the provisions of the County's Procurement Policy.

8.16. CONTRACT TERM/RENEWAL:

The Contract resulting from this Request for Proposal shall commence effective upon execution by both parties and extend until November 9, 2024. If any changes in the terms and conditions, such changes shall be reduced to writing as an amendment to this Contract and such amendment shall be executed by both parties.

8.17. SIGNING OF THE AGREEMENT:

When the County gives a Notice of Intent to Award to the Successful Proposer, it will be accompanied by an unsigned Agreement. Within ten (10) calendar days thereafter the Successful Proposer shall execute and deliver to the County the Agreement, along with a certificate of insurance that shows policies, limits and other conditions in compliance with that outlined in the Request for Proposal. Upon award and execution of the Agreement

8.18. RESPONSIVENESS OF THE PROPOSAL AND DISQUALIFICATION:

- A. A responsive Proposal is one that complies with and conforms to the requirements of this Request for Proposal. A Proposal requiring changes to any portion of this Request for Proposal may be considered non-responsive. A Proposal that fails to comply with the criteria outlined in this Request for Proposal may be deemed non-responsive.
- B. A Proposal may be rejected if found to be conditional, irregular, incomplete or not in conformance with the requirements and instructions contained herein, such as, but not limited to: (1) failure to strictly comply with and satisfactorily address the prerequisite criteria, (2) failure to provide the required forms or other documentation, (3) incomplete, indefinite or ambiguous language, (4) failure to submit the information needed to evaluate the Proposals based on the Evaluation Criteria, (5) incomplete, indefinite or ambiguous language, and (6) improper and/or undated signatures.
- C. Other conditions, which shall cause rejection of the Proposal, include, but are not limited to: (1) an individual firm, partnership, corporation or combination thereof, under the same or different names submitting (as the Proposer) more than one Proposal, (2) evidence of collusion among Proposers, (3) obvious lack of experience or expertise to perform the Services, (4) failure to perform or meet financial obligations for previous Contracts, (5) falsification of any form required by the County, (6) evidence that a Proposer has a financial interest in another firm who is submitting a Proposal, (7) not having a valid and appropriate local, state or federal certifications and/or licenses necessary to perform the Services, or (8) an investigation by the Chief Procurement Officer finds the Proposer delinquent on a previously awarded Contract or in litigation with a Hernando County involving a previously awarded Contract.
- D. County may conduct such investigations as County deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of the Proposer and their proposed sub-Contractors. County reserves the right to seek clarifications or

request any information deemed necessary for proper evaluation of Proposals from all Proposers. Failure to provide requested information may result in rejection of the Proposal.

8.19. List of Proposers

A list of Proposers will be posted on the County's eProcurement Portal within two (2) business days after the Public Opening date. The list of Proposers can also be obtained by contacting the Contact Person. The County will not provide a list of Proposers by telephone.

8.20. EXAMINATION OF PROPOSAL DOCUMENTS:

- A. It is the responsibility of each Proposer before submitting a Proposal, to (1) examine the Solicitation Documents thoroughly, (2) consider Federal, State and Local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (3) study and carefully correlate Proposer's observations with the Solicitation Documents, and (4) notify the Contact Person of all conflicts, errors or discrepancies in the Solicitation Documents prior to submitting a formal Proposal.
- B. Before submitting a Proposal, it shall be the Proposer's responsibility to submit to the County a request for any additional information and data which pertains to the Project covered under this Request for Proposal which the Proposer deems necessary to develop their Proposal for performing the Services in accordance with the terms and conditions noted herein.
- C. The submission of a Proposal in response to this Request for Proposal shall be considered as a representation that the Proposer; (1) has carefully investigated all conditions that affect, or may at some future date, affect the performance of the Services covered by this Request for Proposal, (2) is fully informed concerning conditions to be encountered, the character, quality and quantity of the Services to be performed and the work product to be furnished, and (3) is familiar with what is required to perform the Services covered by this Request for Proposal. The contents of the Proposer's Proposal shall become a Contractual obligation if the Proposer is awarded the Contract. Failure to accept these obligations in a Contractual agreement shall result in cancellation of the Award.

8.21. ADDENDA

Any Addenda issued in relation to this Request for Proposal will be posted on the County's eProcurement Portal. It is the Proposer's responsibility to be aware of any addenda that might have bearing on their Proposal before their Proposal is due. The Proposer will acknowledge receipt of any and all such addenda on the Proposal Pricing Form. In the event a Proposer fails to acknowledge receipt of such addenda, their Proposal will be construed as though they have received such addenda, and the submission of a Proposal will constitute acknowledgement of the receipt of same. All addenda will become a part of the Proposal Documents and Proposer will be bound by such, whether or not received by Proposer.

8.22. MODIFICATION/WITHDRAW OF PROPOSAL:

- A. Proposers have the right to modify or withdraw their Proposal without cause or without liability whatsoever at any time prior to the stipulated submittal date and time. Such requests must be made to County in writing.
- B. Modified or withdrawn Proposals may be resubmitted in accordance with the instructions in this Request for Proposal prior to the stipulated submittal date and time. If applicable, any changes in pricing shall be so worded as not to reveal the pricing that was noted in the original Proposal.
- C. No Proposal shall be modified or withdrawn by the Proposer after the Proposal Due Date.

8.23. LESS THAN TWO (2) PROPOSALS RECEIVED:

If less than two (2) Proposals are received, the County may negotiate the best terms and conditions with that Proposer or reject the Proposal and re-solicit the Services.

8.24. REVIEW OF PROPOSER'S FACILITIES AND QUALIFICATIONS:

After the Request for Proposal due date and prior to award of an Agreement, the County reserves the right to perform or have performed an on-site review of Successful Proposer's facilities and qualifications, as well as documentation provided in their Proposal. This review will serve to verify data and representations submitted by the Proposer and may be used to determine whether the Proposer is qualified and experienced and has the resources to perform the Services outlined in the Request for Proposal. The review may also serve to verify whether the Proposer has adequate financial capability to meet the County's requirements. Should the County determine that the Proposals, or subsequent documentation submitted by the Proposer, has material misrepresentations or that the size or nature of any of Successful Proposer's resources are not adequate to ensure satisfactory performance, or ascertains other bases for concern as to the Successful Proposer's ability to perform the Services, the County has the right to reject their Proposal and not make an award.

8.25. FINANCIAL STRENGTH:

Prior to award of a Contract, the County reserves the right to request financial information from the Successful Proposer to assist the County in further review of that Proposer's capabilities. Financial information provided shall be for the current and previous two years, to include, but not be limited to a financial statement prepared by a Certified Public Accountant (i.e., balance sheet and income and cash flow statements) or a Supplier Qualifier Report prepared by Dun & Bradstreet.

8.26. CLARIFICATIONS

Before Contract award, the County reserves the right to seek clarification from the Proposer with whom County is contemplating award to properly evaluate their Proposal. Failure to provide requested information may result in not making such award to the Proposer.

8.27. PUBLIC RECORDS ACT:

- A. **Proposers should make themselves familiar with Chapter 119 (Current Edition) of the Florida Statutes concerning availability of public records. Thirty (30) days after the Proposal Opening**

date OR Notice of an intended decision, whichever is earlier, Proposals shall be made available for public viewing. Proposals and associated Proposal Documents may be viewed during normal business hours (which is Monday through Friday; 8:00 AM to 5:00 PM) at 15470 Flight Path Drive, Brooksville, Florida. Copies of the Proposals and associated Documents are available for a charge of fifteen cents (\$0.15) per page, plus cost of copying.

- B. Florida law generously defines what constitutes a public record and, under Chapter 119 (Current Edition) of the Florida Statutes, all Proposals are to be made available by County for viewing by the general public. If a Proposer believes that their Proposal contains information that should not be a public record, the Proposer shall clearly segregate and mark that information as "Confidential" and describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption.
- C. Any documents given to the Successful Proposer as part of performing the Services covered under this Request for Proposal shall not be sold or distributed to third parties without the written consent of County. The Successful Proposer will be required to retain a copy of these documents for a minimum of five (5) years from completion of the Agreement. All documents, papers, letters, e-mails or other material made or received by the Successful Proposer in conjunction with the Services, unless exempt from Section 24(a) of Article I of the Florida Constitution (Current Edition) and Section 119.071 of the Florida Statutes (Current Edition), shall be made available for public access. Should the Successful Proposer refuse to allow such access, County has the unilateral right to cancel the Award.
- D. Proposers should consult an attorney as to their duties under the records and information laws (Section 257.36 of the Florida Statutes) (Current Edition) and public records laws (Chapter 119 of the Florida Statutes) (Current Edition) of the State of Florida. Significant judicial sanctions can be imposed for violation of these Statutes.

8.28. JOINT VENTURES:

- A. Two (2) or more firms may submit a Proposal under a joint venture arrangement. Joint ventures shall be considered as a single entity in the evaluation of a Proposal. That is, the traits of individual firms shall be blended in arriving at an overall Proposal evaluation score and oral interview score for the joint venture.
- B. A firm who submits a Proposal under a joint venture arrangement may satisfy the technical certification requirements outlined in this Request for Proposal as the prime Proposer through one or more of the firms comprising the Joint Venture. The Joint Venture shall at a minimum comply with the following additional requirements:
 - 1. The Joint Venture shall, in its own name, be registered with the State of Florida Division of Corporations prior to submittal of a Proposal.

2. Each individual Firm comprising the Joint Venture shall, in its own name, be qualified in their respective areas of expertise prior to submittal of a Proposal.
3. Full compliance with the requirements set forth above is required, as well as properly documented compliance with any other certification and additional requirements set forth in the Request for Proposal.

8.29. PAYMENT

Payment to Proposer/Contractor by Electronic Payment Solution: ACH (Direct Deposit): If the Vendor/Contractor is enrolled in the County's ACH electronic payment solution, all payments will be made using the direct deposit which may or may not include a pre-note transaction. The Vendor/Contractor's bank account information will remain confidential to the extent provided by law and necessary to make direct deposit payments. Once the County has approved payment, an electronic remittance advice will be sent to the Vendor/Contractor via e-mail.

8.30. SCRUTINIZED COMPANIES PURSUANT TO FLORIDA STATUTE 287.135 AND 215.473

Proposer/Contractor must certify that the company is not participating in a boycott of Israel. Proposer/Contractor must also certify that Vendor/Contractor is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in State law, the County will not contract for the provision of goods or services with any scrutinized company referred to above. Vendor/Contractor must submit the certification form included as an attachment to this solicitation. Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Vendor/Contractor of the County's determination concerning the false certification. The Vendor/Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Vendor/Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Vendor/Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes (Current Edition), as amended from time to time.

9. SCOPE OF WORK

9.1. Scope of Work: Specifications

Hernando County has complied with the requirements of the United States Department of Housing and Urban Development to become a new potential eligible urban county. As a new potential entitlement grantee for Community Development Block Grant Fiscal Year 2024- 2026, Hernando County must complete a Citizen Participation Plan and 2024-2026 Consolidated Plan (pursuant to 24 CFR § 570.302 and Part 91). The Consolidated plan must meet all the requirements of 24 CFR Part 91, including all required certifications, a Needs Assessment, Market Analysis, Strategic Plan, and a 2024 Action Plan.

1. **Citizen Participation Plan**

1. Hernando County considers the involvement and input of the County's low/moderate income residents, including those residents of public housing, to be essential to the creation and implementation of its *PY2024-2026 Consolidated Plan for Housing and Community Development (Plan)* The consultant will be responsible for the coordination and development of Hernando County Community Development Block Grant (CDBG) Citizens Participation Plan.
2. The consultant will be required to work closely with Housing and Supportive Services to ensure the CDBG Citizens Participation Plan meets and addresses current Department of Housing and Urban Development regulations required by Section 104(a)(2) of the Housing and Community Development Act and by regulations at CFR 570.486(a)(6).
3. The Citizens Participation Plan must include:
 1. Detailed information about the public hearing requirements
 2. Identify the Citizen Participation Coordinator along with the duties and responsibilities
 3. Specify the date the plan was adopted
 4. Policy for providing technical assistance to the community so that they will become knowledgeable about the CDBG program and can contribute some ideas to solving some of the community's needs
 5. Policy for making available programmatic information to citizens during all phases of the CDBG project as well as records on past use of CDBG funds
 6. Policy for citizens providing comments on the Citizen Participation Plan and amendments
 7. Policy for providing citizens an opportunity to comment on performance reports for project activities
 8. Policy for encouraging citizens to participate in an advisory role in the planning, implementation, and assessment of the project

9. Procedures for comments, objections, and complaints

10. Program income re-use plan

2. Consolidated Plan

1. The 2024-2026 Consolidated Plan must meet and address all current HUD requirements and regulations for the preparation of a Consolidated Plan/Annual Action Plan. The completed Consolidated Plan must include all data, narratives, charts, tables, maps and references required by HUD.
2. *HUD guidance, reference materials and optional tools are available on the Consolidated Plan website at https://www.hud.gov/program_offices/comm_planning/conplan.*
3. The 2024-2026 Consolidated Plan must reflect HUD's new policies and new program emphasis.
4. Information required for a complete Consolidated Plan includes:
 1. A housing and a homeless needs assessment, which includes the jurisdiction's estimated housing needs, number and types of families in need of housing assistance for extremely low income, low income, moderate income, and middle-income families, renters or owners, elderly persons, single persons, large families, persons with HIV/AIDS and their families, and persons with disabilities.
 2. A homeless needs assessment which describes the nature and extent of homelessness; an estimate of the number of persons who are not homeless but require supportive housing; and the number of housing units occupied by low- and moderate-income families that contain lead paint hazards.
 3. A housing market analysis.
 4. A strategic plan which addresses non-housing community development needs and barriers to affordable housing.
 5. An anti-poverty strategy.
5. The following items focus on specific portions of the Consolidated Plan. In using the HUD's econ planning suite format in preparing the plans, some information and data will be prepopulated or otherwise be provided with the format. Other data will need to be acquired and developed in order to satisfy HUD's regulatory requirements. An overview of the key components are as follows:
 1. **Executive Summary**
 - i. **The consultant** will be responsible for preparing an Executive Summary. The Executive Summary should include a brief summary of the citizen participation

process, community profile, housing and community development needs, goals, and strategies.

2. **Consultation/Coordination**

1. Housing and Supportive Services Staff will be available to assist the consultant in soliciting required input from other public agencies and jurisdictions (e.g., Housing Authorities, Health Departments, Social Service Agencies, Consortium Membership Communities, etc.). A portion of the information may be obtained in the form of needs assessments and/or planning documents (e.g., Continuum of Care Plan, Public Housing Plans, Community Surveys, etc.). **The consultant** will be required to obtain any additional data needed and will be responsible for the consultation and coordination process as well as analyzing, summarizing, and incorporating the information obtained into the Consolidated Plan.

3. **Institutional Structure**

1. Housing and Supportive Services will work with the consultant to summarize the institutional structure through which the Consolidated Plan will be implemented, including private industry, non-profit organizations, and public institutions. **The consultant** will assist Agency in identifying gaps in the existing system and will be responsible for summarizing and incorporating the information obtained into the Consolidated Plan as required by HUD regulations.

4. **Homeless Needs, Priorities and Strategies**

1. Information on the homeless needs, facilities, and services is available through Housing and Supportive Services, Continuum of Care FL-520 and other relative agencies. **The consultant** will be required to review these documents and incorporate the information and strategies into the Consolidated Plan as appropriate. Additional consultations with the various Health, Social Service, Mental Health, and other agencies may be required.

5. **Housing Needs, Priorities and Strategies**

1. The housing market analysis must reflect the current housing conditions, including housing pricing, rents, vacancies, and construction costs relevant to Hernando County. **The consultant** will be required to obtain and analyze housing market data and prepare an updated housing market analysis. This discussion must incorporate affordable housing issues and needs for various income groups. The results of the analysis must be considered in view of the housing strategies and development of new or revised strategies and objectives for the Consolidated Plan.

6. **Public Housing Needs/Strategies**

1. HUD regulations require the inclusion of public housing needs and strategies in the Consolidated Plan. **The consultant** will be required to coordinate with the Hernando County Housing Authority and the City of Brooksville Housing Authority to ensure that the information from the Public Housing Plan is incorporated into the respective Consolidated Plan.

7. **Lead Based Paint**
 1. Information on the age of housing (available from the U.S. census) is generally used to identify potential lead-based paint problems. Additional information concerning reported cases of children with elevated blood levels indicating lead-based paint poisoning is available from the State Department of Public Health (DPH). The DPH has implemented programs aimed at alleviating problems of lead poisoning in the region. **The consultant** will be responsible for analyzing the information obtained from the DPH and incorporating into the Consolidated Plan as appropriate.

8. **Housing Equity Plan (Analysis of Impediments)**
 1. Impediments identified in the current plan include discrimination in the housing market, housing affordability, zoning, planning and land use issues and lending practices. **The consultant** will review current impediments and update this information to include any new impediments and revise strategies to alleviate the barriers.
 2. **The consultant** will be responsible for summarizing and incorporating the information obtained into the Consolidated Plan as required by HUD regulations. The Fair Housing Act specifies that HUD, and by extension, CDBG funding recipients, must administer programs and activities in a manner that *affirmatively furthers fair housing*, which means more than ensuring non-discrimination.

9. **Fair Housing**
 - i. **The consultant** will work with Hernando County Housing and Supportive Services, Legal Aid, and the Florida Commission on Human Relations to determine the impediments to fair housing and will be required to incorporate this information along with the strategies to mitigate these impediments into the Consolidated Plan.

10. **Anti-Poverty Strategy**
 1. **The consultant** will work with the Housing and Supportive Services Department, the public sector, private sector, educational institutions, educational institutions, local non-profits, faith-based organizations, and community-based organizations to identify current resources, community needs, and gaps to address poverty.

11. SECTION 2 - Consolidated Plan and Housing Equity Plan (Analysis of Impediments of Fair Housing Choice)

1. The consultant performing this study will be responsible for the coordination and preparation of the Consolidated Plan and the Housing Equity Plan (Analysis of Impediments of Fair Housing Choice).

12. Non-Housing Community Development Strategies

1. **The consultant** will work with County staff, local officials, and department heads to identify and refine priority non-housing community development needs, objectives and strategies. The non-housing community development strategies will apply primarily to Consolidated Plan/Annual Action Plan for Hernando County.

Proposals submitted for consideration should describe in detail any additional data, resources, analysis, consultants, etc., recommended for inclusion in the planning effort.

9.2. Performance Schedule

The Citizen Participation and 2024-2026 Consolidation Plans are due to Hernando County by July 12, 2024. The Proposer will be available to Hernando County staff for no less than 120 days after July 12, 2024, and the Plans are submitted to provide additional information, clarification and modification assistance with the Citizen Participation Plan and Consolidated Plans after submission to HUD as requested.

9.3. Minimum Qualifications

CONSULTANT QUALIFICATIONS

The following lists the minimum qualification requirements of the respondent(s):

- At least 5 current years of experience providing similar consulting services
- At least 3 references of clients currently/previously served; at least one of the references to be a city or a county
- Familiarity with HUD's eCon Planning Suite
- Knowledge of:
 - CDBG, ESG, HOME and HOPWA Regulations
 - Consolidated Plan, One-Year Action Plan methods of data collection, analysis and summarization (in narrative and graphic formats)
 - Various affordable housing, homeless, and community development resources and governmental agencies

- Consolidated Plan, One-Year Action Plan and Consolidated Annual Performance Report (CAPER) best practices
- HUD fair housing requirements
- Recent experience preparing Consolidated Plans and One-Year Action Plans using the eCon Planning Suite

10. PRICING PROPOSAL

Complete the pricing tables below. Your price should include all anticipated costs including but not limited to personal, fringe benefits, travel, conducting public meetings and supplies.

PLAN PRICING

Line Item	Description	Unit of Measure	Unit Cost
1	Citizen Participation Plan	Each	
2	Consolidation Plan	Each	

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Clarification and modification assistance with the Citizen Participation Plan and Consolidated Plans after submission to HUD.		Hour		
TOTAL					

11. FEDERALLY FUNDED CONTRACTS REQUIRED TERMS & CONDITIONS

This Solicitation may become fully or partially Federally Grant funded. To the extent applicable, Proposer shall comply with the clauses as enumerated below. Proposer shall adhere to all grant conditions as set forth in the requirements of the grant award which will be made available to Consultant at time of each project quote requested, as well as all applicable Federal laws, rules, and regulations. Including, but not limited to, those set forth below, as well as those listed herein, which are incorporated herein by reference:

- a. 2 CFR. 25.110
- b. 2 CFR Parts 170 (including Appendix A), 180, 200 (including Appendixes), and 3000
- c. Executive Orders 12549 and 12689
- d. 41 CFR s. 60-1.4(a) and (d)

If Proposer cannot adhere to or objects to any of the applicable federal requirements, Proposer's proposal may be deemed unresponsive. The provisions in this Section are supplemental and in addition to all other provisions within the Procurement. In the event of any conflict between the terms and conditions of this Section and the terms and conditions of the remainder of the Procurement, the terms and conditions of this Section shall prevail. However, in the event of any conflict between the terms and conditions of this Section and the terms and conditions of any federal grant award used to fund the goods and/or services to be provided under this Procurement, the terms and conditions of the federal grant funding award shall control.

11.1. Conflict of Interest (2 CFR § 200.112)

The Proposer must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy. Further, the County is required to maintain conflict of interest policies as it relates to procured contracts, which may be found in the Hernando County Procurement Department Policies and Procedures Manual. All Proposers shall familiarize themselves with such policies.

11.2. Mandatory Disclosures (31 U.S.C. §§ 3799 – 3733)

Proposer acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Proposer's actions pertaining to this Solicitation. The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

11.3. Utilization of Minority and Women's Firms (M/WBE) (2 CFR § 200.321)

The Proposer must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible when obtaining suppliers and subcontracting work to be performed under this Solicitation, in accordance with 2 CFR 200.321. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring prime contractors, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.

Prior to contract award, the [proposer/consultant/contractor] shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)

Florida Department of Transportation

Minority Business Development Center in most large cities and

Local Government M/DBE programs in many large counties and cities

[11.4. Equal Employment Opportunity \(As per 2 CFR Part 200, Appendix II\(C\); 41 CFR § 61-1.4\(a\); 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375\)](#)

During the performance of this Contract, the Proposer agrees as follows:

- (1) The Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;
- (2) The Proposer will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin;
- (3) The Proposer will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation

information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Proposer will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment;

(5) The Proposer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor;

(6) The Proposer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders;

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law;

(8) Proposer will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

If applicable to this Solicitation, Proposer shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this Solicitation.

[proposer/consultant/contractor] are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

11.6. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387, as amended)

Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

Proposer certifies that it and its principals, if applicable, are not presently debarred or suspended by any Federal department or agency from participating in this transaction. proposer now agrees to verify, to the extent applicable that for each lower tier subcontractor that exceeds \$25,000 as a “covered transaction” under the Services to be provided is not presently disbarred or otherwise disqualified from participating in the federally assisted services.

The Proposer agrees to accomplish this verification by:

- (1) Checking the System for Award Management at website: <http://www.sam.gov>;
- (2) Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, herein;
- (3) Inserting a clause or condition in the covered transaction with the lower tier contract.

The governmentwide debarment and suspension regulations in 2 CFR part 180 apply as incorporated and supplemented by HUD’s implementing regulations in 2 CFR part 2424. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

11.8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Proposer must file the required certification, attached to the procurement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.

11.9. Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401) (Appendix II to Part 200 (f))

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

11.10. License and Delivery of Works Subject to Copyright and Data Rights (2 CFR 200.315(b))

Proposer grants to the County and the Federal granting agency a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the Agreement but not first produced in the performance of this Agreement, the Contractor will identify such data and grant to the County and the Federal granting agency a license of the same scope as for data first produced in the performance of this Agreement. "Data," as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Agreement, the Contractor will deliver to the County data first produced in the performance of this Agreement and data required by the Agreement but not first produced in the performance of this Agreement in formats acceptable by the County.

11.11. Procurement of Recovered Materials (2 CFR 200.323 and 40 CFR Part 247)

Proposer must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11.12. Access to Records and Reports

Proposer will make available to the County's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Hernando County, Hernando County Clerk of Court, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the County's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

11.13. Federal Changes

Proposer shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of any awarded contract.

11.14. Termination for Default (Breach or Cause)

If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the

contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

11.15. Termination of Contract 2 CFR § 200 Appendix II(B)

A. Termination for Convenience (Professional Services)

1. Hernando County may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by Hernando County, the Contractor must immediately discontinue all services affected.
2. Upon termination of the Agreement, the Consultant must deliver to Hernando County all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.
3. Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.
4. Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

B. Termination for Default (Professional Services)

1. Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.
2. The terminating party must provide the breaching party seven [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

C. Termination by Owner:

1. Hernando County may terminate this Agreement in whole or in part, for the failure of the Consultant to:
 - a. Perform the services within the time specified in this contract or by Owner approved extension;
 - b. Make adequate progress so as to endanger satisfactory performance of the Project; or

- c. Fulfill the obligations of the Agreement that are essential to the completion of the Project
 2. Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to Hernando County all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.
 3. Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.
 4. Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.
 5. If, after finalization of the termination action, Hernando County determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if Hernando County issued the termination for the convenience of Hernando County.
- D. Termination by Consultant:
1. The Consultant may terminate this Agreement in whole or in part, if Hernando County:
 - a. Defaults on its obligations under this Agreement;
 - b. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 - c. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.
 2. Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon Hernando County's breach of the contract.
 3. In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or

omissions in documents that are incomplete as a result of the termination action under this clause.

E. REMEDIES (2 C.F.R. Part 200, Appendix II)

1. If an Event of Default occurs, then Hernando County shall, upon thirty (30) calendar days written notice to the Contractor and upon the Contractor's failure to cure within those thirty (30) calendar days, exercise any one or more of the following remedies, either concurrently or consecutively:
 - a. Terminate this Contract upon twenty-four (24) hour written notice from the date notice is sent by Hernando County.
 - b. Begin any appropriate legal or equitable action to enforce performance of this Agreement;
 - c. Withhold or suspend payment of all or any part of a request for payment;
 - d. Demand that the Contractor return to Hernando County any funds used for ineligible activities or unallowable costs under this Contract or any applicable law, rule, or regulation governing the use of the funds.
 - e. Exercise any corrective or remedial actions, including but not limited to:
 - i. Request additional information from the Contractor to determine the reasons for or the extent of non-compliance or lack of performance;
 - ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected; or
 - iii. Advise the Recipient to suspend, discontinue, or refrain from incurring costs for any activities in question.
 - iv. Pursuing any of the above remedies does not preclude Hernando County from pursuing any other remedies in this Contract or provided at law or in equity.

Failure to exercise any right or remedy in this Contract, or failure to insist upon strict performance by Hernando County will not affect, extend, or waive any other right or remedy available to Hernando County, or affect the later exercise of the same right or remedy by Hernando County for any other default by the Contractor.

[11.16.Safeguarding Personal Identifiable Information \(2 CFR § 200.82\)](#)

Proposer will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

11.17. Prohibition On Utilization of Cost Plus a Percentage of Cost Contracts (2 CFR Part 200)

The County will not award contracts containing Federal funding on a cost-plus percentage of cost basis.

11.18. Energy Policy and Conservation Act (43 U.S.C. § 6201 and 2 CFR Part 200 Appendix II (H))

Proposer shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

11.19. Trafficking Victims Protection Act (2 CFR Part 175)

Proposer will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits the Proposer] from:

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

11.20. Domestic Preference for Procurements (2 CFR § 200.322)

As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in a resulting contract, shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.

11.21. Prohibition On Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR § 200.216)

Propose and any subcontractors are prohibited to obligate or spend grant funds to:

- (1) procure or obtain,
- (2) extend or renew a contract to procure or obtain; or
- (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.

- iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

11.22. Enhanced Whistleblower Protections (41 U.S.C. § 4712)

See 42 U.S. Code § 4712 for further requirements. Requirement: An employee of Proposer and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

11.23. Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170)

In accordance with FFATA, the Proposer shall, upon request, provide the County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

11.24. Federal Awardee Performance and Integrity Information System (FAPIS) (The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII))

The Proposer shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

11.25. Federal Agency Seals, Logos and Flags

The Proposer shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.

11.26. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from a resulting contract.

11.27. Occupational Safety and Health Act of 1970

All contracts and subcontracts that may result from this solicitation must incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractors' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a

referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

11.28. FEDERAL NON-DISCRIMINATION PROVISIONS

In performing under this [solicitation/contract], [Proposer/Consultant/Contractor] shall comply with the following federally mandated non-discrimination requirements, as applicable:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.)
2. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.)
3. Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101 et seq.)
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794)
5. Revised ADA Standards for Accessible Design for Construction Awards
 - a. Title II of the Americans with Disabilities Act (ADA) (28 C.F.R. part 35; 75 FR 56164, as amended by 76 FR 13285)
 - b. Title III of the ADA (28 C.F.R. part 36; 75 FR 56164, as amended by 76 FR 13286)
6. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.)
7. Parts II and III of EO 11246, “Equal Employment Opportunity,” (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967)
8. EO 12086 “Consolidation of contract compliance functions for equal employment opportunity” (43 FR 46501, 1978), requiring federally assisted construction contracts to include the non-discrimination provisions of §§ 202 and 203 of EO 11246 “Equal Employment Opportunity” (41 C.F.R. § 60-1.4(b), 1991)
9. EO 13166 (August 11, 2000), “Improving Access to Services for Persons With Limited English Proficiency”
10. Pilot Program for Enhancement of Employee Whistleblower Protections. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. No. 112-239, enacted January 2, 2013 and codified at 41 U.S.C. § 4712)
11. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects)
12. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

11.29. ENVIRONMENTAL COMPLIANCE

In performing under this Solicitation, Proposer shall comply with all of the federal environmental statutes, regulations, and executive orders listed below, as applicable:

1. The National Environmental Policy Act (42 U.S.C. § 4321 et. seq.)
2. The Endangered Species Act (16 U.S.C. § 1531 et seq.)
3. Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et seq.)
4. Clean Water Act Section 404 (33 U.S.C. § 1344 et seq.)

5. The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712); Bald and Golden Eagle Protection Act (16 U.S.C. § 668 et seq.), and Executive Order No. 13186, Responsibilities of Federal Agencies to Protect Migratory Birds
6. National Historic Preservation Act (54 U.S.C. § 300101 et seq.) and the Advisory Council on Historic Preservation Guidelines (36 CFR part 800)
7. Clean Air Act (42 U.S.C. § 7401 et seq.), Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) (Clean Water Act), and Executive Order 11738 (“Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans”)
8. The Flood Disaster Protection Act (42 U.S.C. § 4002 et seq.)
9. Executive Order 11988 (“Floodplain Management”) and Executive Order 11990 (“Protection of Wetlands”)
10. Executive Order 13112 (“Invasive Species”)
11. The Coastal Zone Management Act (16 U.S.C. § 1451 et seq.)
12. The Coastal Barriers Resources Act (16 U.S.C. § 3501 et seq.)
13. The Wild and Scenic Rivers Act (16 U.S.C. § 1271 et seq.)
14. The Safe Drinking Water Act (42 U.S.C. § 300 et seq.)
15. The Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.)
16. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.)
17. Executive Order 12898 (“Environmental Justice in Minority Populations and Low Income Populations”)
18. Rivers and Harbors Act (33 U.S.C. § 407)
19. Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. § 1431 et seq.), and Executive Order 13089 (“Coral Reef Protection”)
20. Farmland Protection Policy Act (7 U.S.C. 4201 et seq.)
21. Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.)

12. SPECIAL FEDERAL PROVISIONS - DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

This Solicitation is or may become fully or partially Federally Grant funded. Proposer shall comply with the clauses as enumerated below, in addition to the general federal provisions found in Section 11, to the extent applicable if funding for a Quoted Project is a result of an agreement between Hernando County, Florida as [recipient or subrecipient] and the United States Department of Housing & Urban Development (HUD).

12.1. Equal Participation of Faith-based Organizations in HUD Programs and Activities

HUD's regulations on the equal participation of faith-based organizations are at 24 CFR 5.109. These regulations provide, among other things, that a faith-based organization that participates in a HUD-funded program or activity retains its independence and may continue to carry out its mission provided that it does not use direct Federal financial assistance to support or engage in any explicitly religious activities. An organization that engages in explicitly religious activities must separate those activities, in time or location, from activities supported by direct Federal financial assistance and participation must be voluntary for the beneficiaries of the programs or activities that receive direct Federal financial assistance. An organization that receives Federal financial assistance under a HUD program or activity may not discriminate against a beneficiary or prospective beneficiary on the basis of religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. (See 24 CFR 5.109.)

12.2. Drug-Free Workplace

Contractor shall comply with drug-free workplace requirements in Subpart B (or Subpart C, if applicable) of 2 CFR part 2429, which adopts the governmentwide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

12.3. Energy Efficient, Sustainable, Accessible, and Free from Discrimination by Design

Executive Order 14008, "Tackling the Climate Crisis at Home and Abroad," directs HUD to deploy its full capacity to reduce pollution, increase resilience, and conserve water, as well as align its management of real property and financial programs to support robust climate action. In addition, the Presidential Memorandum "Redressing Our Nation's and the Federal Government's History of Discriminatory Housing Practices and Policies" (86 FR 7487) directs HUD to ensure sufficient physically accessible housing, and secure equal access to housing opportunity for all.

Housing constructed, rehabilitated, and/or acquired with HUD funds should (following rehabilitation, if necessary) be well-designed, energy- and water-efficient, sustainable, accessible, and free from discrimination. Housing shall prioritize location efficiency; be resistant to local disaster risks; have healthy indoor air quality; embrace the tenets of accessible design, including concepts of visitability and universal design; have access to affordable broadband Internet for residents; and use native plant species in landscape design.

All new construction and/or feasible substantial rehabilitation should meet a Green and Resilient Building Standard and adhere to Elevation Standards (as described below) for structures in a 100-year floodplain. When older or obsolete products are replaced as part of rehabilitation work, rehabilitation should use ENERGY STAR-labeled, Water Sense-labeled, or Federal Energy Management Program (FEMP)- designated products and appliances.

Green and Resilient Building Standard means an industry-recognized standard that (1) has achieved certification under (i) Enterprise Green Communities, (ii) LEED (New Construction, Homes, Midrise, Existing Buildings Operations and Maintenance, or Neighborhood Development), (iii) ICC-700 National Green Building Standard Green+ Resilience; or the (iv) Living Building Challenge, or (v) any other equivalent comprehensive green building program acceptable to HUD, and (2) has achieved a minimum energy efficiency standard, such as (i) ENERGY STAR (Certified Homes or Multifamily HighRise), (ii) DOE Zero Energy Ready Home; (iii) regional or local certifications such as Earth Craft House, Earth Craft Multifamily; Greenpoint Rated New Home, Greenpoint Rated Existing Home (Whole House or Whole Building label); Earth Advantage New Homes; (iv) Passive House Institute Passive Building or EnerPHit certification from the Passive House Institute US (PHIUS), International Passive House Association.

Adhering to Elevation Standards means: All structures, as defined at 44 CFR 59.1, designed principally for residential use, and located in the 1 percent annual chance (or 100-year) floodplain, that receive assistance for new construction, repair of substantial damage, or substantial improvement, as defined at 24 CFR 55.2(b)(10), must be elevated with the lowest floor, including the basement, at least two feet above the 1 percent annual chance floodplain elevation (base flood elevation). Mixed-use structures with no dwelling units and no residents below two feet above base flood elevation, must be elevated or floodproofed, in accordance with FEMA floodproofing standards at 44 CFR 60.3(c)(3)(ii) or successor standard, up to at least two feet above base flood elevation. These elevation standards apply to new construction, repair of substantial damage, or substantial improvement of residential structures located in an area delineated as a special flood hazard area or equivalent in FEMA's data sources identified in 24 CFR 55.2(b)(10)(ii)(B) excludes from the definition of substantial improvement "Any alteration of a structure listed on the National Register of Historical Places or on a State Inventory of Historic Places.

12.4. Real Property Acquisition and Relocation.

With certain exceptions, HUD-funded programs or projects are subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) (42 U.S.C. §§ 4601 et seq.), and the government-wide implementing regulations issued by the Federal Highway Administration at 49 CFR part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or federally funded programs or projects. Generally, real property acquisition that receives federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. If real property acquisitions satisfy one of the acquisition requirements of 49 CFR 24.101(b)(1) through (5), then the real property acquisitions will not be subject to the requirements in 49 CFR part 24, subpart B. The relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD assistance. While there are no URA statutory provisions for "temporary relocation," the URA regulations recognize that there are circumstances where a person will not be permanently displaced but may need to be moved from a project for a short

period of time. Appendix A of the URA regulation (49 CFR 24.2(a)(9)(ii)(D)) explains that any tenant who has been temporarily relocated for a period beyond one year must be contacted by the displacing agency and offered URA permanent relocation assistance. Some HUD program regulations provide additional protections for temporarily relocated tenants. Before planning their project, applicants must review the regulations for the programs to which they are applying. Individual Notice of Funding Opportunity (NOFO) may have additional relocation guidance and requirements. Additional resources and guidance pertaining to real property acquisition and relocation for HUD-funded programs and projects are available on HUD's Real Estate Acquisition and Relocation website at www.hud.gov/relocation. Applicable laws and regulations, policy and guidance, publications, training resources, and a listing of HUD contacts are also available for applicants who have questions or need assistance.

12.5. Accessibility for Persons with Disabilities

For all HUD-funded activities:

- a. All meetings must be held, and services provided, in facilities that are physically accessible to persons with disabilities. Where physical accessibility is not achievable, Contractor must give priority to alternative methods of product or information delivery that offer programs and activities to qualified individuals with disabilities in the most integrated setting appropriate in accordance with HUD's implementing regulations for section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) at 24 CFR part 8, subpart C; and
- b. All notices of and communications during training sessions and public meetings shall be provided in a manner that is effective for persons with hearing, visual, and other communication related disabilities or provide other means of accommodation for persons with disabilities consistent with section 504 of the Rehabilitation Act of 1973 and HUD's Section 504 regulations. Contractor must provide appropriate auxiliary aids and services necessary to ensure effective communication, which includes ensuring that information is provided in appropriate accessible formats as needed, e.g., Braille, audio, large type, assistive listening devices, sign language interpreters, accessible websites, and other electronic communications. See 24 CFR Section 8.6; 28 CFR 35.160, 36.303.

12.6. Violence Against Women Act

The Violence Against Women Act of 1994, as amended by the Violence Against Women Reauthorization Act of 2013 (VAWA) provides housing protections for victims of domestic violence, dating violence, sexual assault, and stalking in many of HUD's housing programs. HUD's implementing regulations for VAWA are found in the applicable program regulations and 24 CFR Part 5, Subpart L, Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (collectively, the VAWA rule). The specific HUD programs that are subject to the VAWA rule are listed in the "covered housing program" definition at 24 CFR 5.2003. In general, the VAWA rule provides that an applicant for assistance or tenant assisted under a covered housing program may not be denied admission to, denied assistance under, terminated from participation in, or evicted from the housing on the basis or as a direct result of the fact that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy. The VAWA rule also requires the establishment of emergency

transfer plans for facilitating the emergency relocation of certain tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. For the specific requirements of the VAWA rule, please refer to 24 CFR Part 5, Subpart L, and the applicable program regulations.

12.7. Record Retention (2 CFR § 200.334) (24 CFR 570.502(a)(7))

The period shall be 6 years from the date of end of contract, including any extensions.

12.8. HUD Section 3 Clause (24 CFR 135.38)

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment

opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

13. EVALUATION PHASES

13.1. Written Proposal

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p>PROJECT UNDERSTING AND APPROACH</p> <p>The proposal shall present a methodology, approach, and work plan that demonstrates the method or manner in which the firm proposes to satisfy the requirements of the RFP.</p> <p>The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action. The consultant shall include proposed dates to complete the Citizens Participation Plan, Consolidate Plan and Action Plan.</p>	Points Based	<p>25 <i>(25% of Total)</i></p>
2.	<p>Team Qualifications</p> <p>The proposal shall provide detailed information on the experience and qualifications of the firm’s proposed team to perform the requirements of the RFP.</p> <p>Team: One (1) member of the team should be identified as the firm’s primary person (Consultant’s Project Manager) responsible for the delivery of the project. By including their biographies, the consultant is committing the team members to support the project, should it be awarded.</p> <p>The proposal shall detail the team's credentials, qualifications and years’ experience as presented by resumes, education, and training.</p>	Points Based	<p>25 <i>(25% of Total)</i></p>

3.	<p>Experience and Government References</p> <p>The proposal shall provide overall relevant experience, work samples, and three (3) past performance case studies. Such case studies shall be no longer than one (1) page and summarize the project’s context, objectives, approach, and impact achieved relevant to the proposal. These case studies should have been completed in the past three (3) years. The case study should include the name and contact information for a client representative who can speak to the scope, quality, and impact of the firm’s work. Hernando County may or may not contact these references during the review process.</p> <p>For evaluation purposes, only the first three (3) past performance case studies will be considered. Any additional past performance case studies submitted will not be evaluated.</p>	Points Based	30 <i>(30% of Total)</i>
4.	<p>QUALITY/COST COTROLS</p> <p>The proposal shall provide detailed information on the firm's quality control and budget methodology/cost control.</p>	Points Based	10 <i>(10% of Total)</i>
5.	<p>Pricing Proposal</p> <p>Pricing proposal.</p>	Points Based	10 <i>(10% of Total)</i>

13.2. Oral Presentations (If Required)

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p>PROJECT UNDERSTING AND APPROACH</p> <p>The proposal shall present a methodology, approach, and work plan that demonstrates the method or manner in which the firm proposes to satisfy the requirements of the RFP.</p> <p>The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action. The consultant shall include proposed dates to complete the Citizens Participation Plan, Consolidate Plan and Action Plan.</p>	Points Based	25 <i>(25% of Total)</i>

<p>2.</p>	<p>Team Qualifications</p> <p>The proposal shall provide detailed information on the experience and qualifications of the firm’s proposed team to perform the requirements of the RFP.</p> <p>Team: One (1) member of the team should be identified as the firm’s primary person (Consultant’s Project Manager) responsible for the delivery of the project. By including their biographies, the consultant is committing the team members to support the project, should it be awarded.</p> <p>The proposal shall detail the team's credentials, qualifications and years’ experience as presented by resumes, education, and training.</p>	<p>Points Based</p>	<p>25 <i>(25% of Total)</i></p>
<p>3.</p>	<p>Experience and Government References</p> <p>The proposal shall provide overall relevant experience, work samples, and three (3) past performance case studies. Such case studies shall be no longer than one (1) page and summarize the project’s context, objectives, approach, and impact achieved relevant to the proposal. These case studies should have been completed in the past three (3) years. The case study should include the name and contact information for a client representative who can speak to the scope, quality, and impact of the firm’s work. Hernando County may or may not contact these references during the review process.</p> <p>For evaluation purposes, only the first three (3) past performance case studies will be considered. Any additional past performance case studies submitted will not be evaluated.</p>	<p>Points Based</p>	<p>30 <i>(30% of Total)</i></p>
<p>4.</p>	<p>QUALITY/COST COTROLS</p> <p>The proposal shall provide detailed information on the firm's quality control and budget methodology/cost control.</p>	<p>Points Based</p>	<p>10 <i>(10% of Total)</i></p>
<p>5.</p>	<p>Pricing Proposal</p> <p>Pricing proposal.</p>	<p>Points Based</p>	<p>10 <i>(10% of Total)</i></p>

14. VENDOR QUESTIONNAIRE

14.1. Acknowledgement and Attestation*

By responding to this RFP, the respondent(s) certify that he/she has reviewed the sample contract, and its exhibits contained herein, and is familiar with their terms and conditions and finds them expressly workable.

We certify and declare that the foregoing is true and correct.

Please acknowledge below that you confirm the above statement:

Please confirm

*Response required

14.2. Drug Free Workplace Certification

I have read and attest, in accordance with Florida Statute 287.087 (current version), that the Vendor/Contractor has implemented a drug-free workplace program that:

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

Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.

Gives each employee engaged in providing commodities or contractual services that are under proposal a copy of the statement specified above.

Notifies the employees that as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.

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

Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace Program.

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

Please Confirm that you have read and attest to Download Drug Free Workplace Certificate

Please confirm

14.3. Hernando County Employment Disclosure Certification Statement

14.3.1. Affidavit of Non Collusion and of Non-Interest of Hernando County Employees*

Affidavit of Non Collusion and of Non-Interest of Hernando County Employees

Certification that Vendor/Contractor affirms that the bid/proposal presented to the Owner is made freely, and without any secret agreement to commit a fraudulent, deceitful, unlawful or wrongful act of collusion.

I have read and attest that I am the Vendor/Contractor in the above bid/proposal, that the only person or persons interested in said proposal are named therein; that no officer, employee or agent of the Hernando County Board of County Commissioners (BOCC) or of any other Vendor/Contractor is interested in said bid/proposal; and that affiant makes the above bid/proposal with no past or present collusion with any other person, firm or corporation.

Please confirm that you have read and attest to Affidavit of Non Collusion and of Non-Interest of Hernando County Employees

Please confirm

*Response required

14.3.2. Is any officer, partner, director, proprietor, associate or member of the business entity a former employee of Hernando County within the last two (2) years? *

Yes

No

*Response required

14.3.3. Is any officer, partner, director, proprietor, associate or member of the business entity a relative or member of the household of a current Hernando County employee that had or will have any involvement with this procurement or contract authorization?*

Yes

No

*Response required

14.3.4. Relatives and Former Hernando County Employees - Roles and Signatures

If you answered yes to the either of the two prior questions regarding relatives or Hernando employees, please download the below documents, complete, and upload.

- [Relatives and Former Hernan...](#)

14.4. Sworn Statement

14.4.1. Sworn Statement SECTION 287.133 (3) (a)*

I have read and attest that I understand that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes (current version), 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 with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I have read and attest that I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes (current version), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I have read and attest that I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes (current version), means:

- A. A predecessor or successor of a person convicted of a public entity crime; or
- B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) 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 (1) 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 thirty-six (36) months shall be considered an affiliate.

I have read and attest that I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes (current version), 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 proposals or applies to proposal on contracts for the provisions 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.

I have read and attest that based on information and belief, the statement which I have confirmed below is true in relation to the entity submitting this sworn statement:

_____ [attach a copy of the final order].

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31, OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT.

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, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one (1) 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 subsequent to July 1, 1989.

The entity submitting this sworn statement, or one (1) 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 subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list [attach a copy of the final order].

*Response required

14.4.2. If you choose option 3, please attach a copy of the final order

The entity submitting this sworn statement, or one (1) 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 subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Vendor/Contractor list

Please attach a copy of the final order

14.5. Vendor Information

14.5.1. *VENDOR/CONTRACTOR INFORMATION**

Please Provide the following Information:

1. Respondent/Vendor Contractor Name
2. Vendor/Contractor FEIN
3. State of Incorporation
4. Address
5. Phone Number
6. Email Address

*Response required

14.5.2. *Authorized Signatures/Negotiators **

Please provide the information to support the statement below:

The Vendor/Contractor represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Vendor/Contractor will be duly bound:

Name(s)

Title(s)

Phone number(s)

Address(es)

Phone Number(s)

Email Address(es)

*Response required

14.5.3. Type of Organization *

Select your organization's type below

Sole Proprietorship

Joint Venture

Corporation

Partnership

*Response required

14.5.4. W-9*

Please attach your W-9

*Response required

14.5.5. ACH electronic payment *

An ACH electronic payment method is offered as an alternative to a payment by physical check.

Please check Option 1 if you accept the ACH electronic payment method.

(Recommended and Preferred)

Yes, ACH electronic payment method is acceptable.

No, ACH electronic payment method is not acceptable.

*Response required

14.5.6. E-VERIFY CERTIFICATION*

Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

All persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and

All persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the department.

Please confirm

*Response required

14.5.7. **VENDOR/CONTRACTOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES*

Section 287.135 (Current Edition), Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000.00 or more, that are on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473 F.S. (Current Edition), or the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 F.S. (Current Edition), or companies that are engaged in a boycott of Israel or companies engaged in business operations in Cuba or Syria.

As the person authorized to submit bids 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, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135 (Current Edition), Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs and does not have business operations in Cuba or Syria.

Please confirm

*Response required

14.5.8. Proposal Principals *

Please name all persons or entities interested in the Proposal as principals.

Provide name, title, mailing address, email address and phone number.

*Response required

14.5.9. Vendor/Subcontractor's License

The Proposer must be a registered to do business in the State of Florida. Provide license/registration information below for Proposer and all subcontractors identified herein.

Please upload all contractors and subcontractors license(s)/registration(s) required for this project.

14.5.10. Organization Chart*

Proposer must provide an organization chart showing Proposer's team identifying specific responsibilities of Proposer and subcontractors.

*Response required

14.6. Proposal Format

The following information shall be submitted in all Proposer responses in the format as specified herein. Failure to submit the requested information in this format will result in a reduction in the evaluation points assigned to your Proposal.

14.6.1. *Statement of Interest and Introduction/Letter of Transmittal.**

Bidder must use this portion to upload their Letter of Transmittal and Introduction.

*Response required

14.6.2. *Project Understanding & Approach*

The proposal shall present a methodology, approach, and work plan that demonstrates the method or manner in which the firm proposes to satisfy the requirements of the RFP.

The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action. The consultant shall include proposed dates to complete the Citizens Participation Plan, Consolidate Plan and Action Plan.

14.6.3. *Team Qualifications**

The proposal shall provide detailed information on the experience and qualifications of the firm's proposed team to perform the requirements of the RFP.

Team: One (1) member of the team should be identified as the firm's primary person (Consultant's Project Manager) responsible for the delivery of the project. By including their biographies, the consultant is committing the team members to support the project, should it be awarded.

The proposal shall detail the team's credentials, qualifications and years' experience as presented by resumes, education, and training.

*Response required

14.6.4. *Experience and Government References*

The proposal shall provide overall relevant experience, work samples, and three (3) past performance case studies. Such case studies shall be no longer than one (1) page and summarize the project's context, objectives, approach, and impact achieved relevant to the proposal. These case studies should have been completed in the past three (3) years. The case study should include the name and contact information for a client representative who can speak to the scope, quality, and impact of the firm's work. Hernando County may or may not contact these references during the review process.

For evaluation purposes, only the first three (3) past performance case studies will be considered. Any additional past performance case studies submitted will not be evaluated.

14.6.5. *QUALITY/COST COTROLS**

The proposal shall provide detailed information on the firm's quality control and budget methodology/cost control.

*Response required

14.6.6. *Grant Required Documents*

Please download the below documents, complete, and upload.

- [Disclosure of Lobbying Acti...](#)
- [Certification for Disclosur...](#)
- [DBE-SUB Statement Form.pdf](#)
- [Assurances-of-Compliance-wi...](#)
- [Suspension Debarment Certif...](#)

14.7. Optional

14.7.1. *Optional Upload of additional Information*

Please upload any optional/additional information not requested elsewhere.

Respondent may supply a full pdf of their proposal here, this should be done in addition to responding above to questions 6.1 through 6.6.

14.8. VENDOR SURVEY

14.8.1. *VENDOR/CONTRACTOR SURVEY **

Please provide information on where you received the knowledge of the bid/request for proposals (mark all that apply):

Select all that apply

- OpenGov Procurement
- Newspaper
- Purchasing and Contract Department Advertisement Board
- Other

*Response required

14.8.2. *VENDOR/CONTRACTOR SURVEY (OTHER)*

If you answered "Referred" or "Other" in the Survey, please specify:

14.9. EXCEPTIONS

1. Proposers may take exception to certain requirements in this RFP. All exceptions shall be clearly identified in this section, with a written explanation of the exception and an alternate proposal (if applicable). The County, at its sole discretion, may reject any exceptions or specifications within the proposal.

2. The Contract that the County intends to use for award is attached for reference. Any exceptions to this standard Contract must be clearly indicated by return of the standard Contract with the Proposal, with exceptions clearly noted. The County has the right to require the selected Proposer to sign the attached Contract or to negotiate revisions to the Contract language prior to execution of the Contract, at its sole discretion.

14.9.1. *PROPOSER'S CERTIFICATION**

I have carefully examined the Request for Proposals (RFP), Instructions to Proposers, General and/or Special Conditions, Specifications, RFP Proposal and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Request for Proposals at the prices or rates quoted in my Proposal. I agree that my RFP will remain firm for a period of up to one hundred and eighty (180) days in order to allow the County adequate time to evaluate the Proposals. Furthermore, I agree to abide by all conditions of the Proposal.

I certify that all information contained in this RFP is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this RFP on behalf of the Consultant/Firm as its act and deed and that the Consultant/Firm is ready, willing and able to perform if awarded the Contract.

I further certify that this RFP is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a RFP for the same product or service; no officer, employee or agent of the Hernando County BCC or of any other Proposer interested in said RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for Contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the RFP.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the Proposer's Proposal non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE RFP IS SUBMITTED:

Please check one:

- I take NO exceptions
- I take Exceptions, explained in the subsequent answer

*Response required

14.9.2. Exceptions

If you selected "Exceptions" in the preceding question, please upload a document containing any exceptions to this RFP

14.10. Proposal Validity

14.10.1. Proposal Validity*

Any Proposals shall constitute an irrevocable offer (including pricing), for a period of one hundred eighty (180) days, to provide to the County the services set forth in this Request for Proposals, or until one (1) or more of the Proposals have been awarded.

- Please confirm

***Response required**

Exhibit "F"

FEDERAL FUNDED CONTRACTS REQUIRED TERMS & CONDITIONS

This Solicitation may become fully or partially Federally Grant funded. To the extent applicable, Proposer shall comply with the clauses as enumerated below. Proposer shall adhere to all grant conditions as set forth in the requirements of the grant award which will be made available to Consultant at time of each project quote requested, as well as all applicable Federal laws, rules, and regulations. Including, but not limited to, those set forth below, as well as those listed herein, which are incorporated herein by reference:

- a. 2 CFR. 25.110
- b. 2 CFR Parts 170 (including Appendix A), 180, 200 (including Appendixes), and 3000
- c. Executive Orders 12549 and 12689
- d. 41 CFR s. 60-1.4(a) and (d)

If Proposer cannot adhere to or objects to any of the applicable federal requirements, Proposer's proposal may be deemed unresponsive. The provisions in this Section are supplemental and in addition to all other provisions within the Procurement. In the event of any conflict between the terms and conditions of this Section and the terms and conditions of the remainder of the Procurement, the terms and conditions of this Section shall prevail. However, in the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of any federal grant award used to fund the goods and/or services to be provided under this Procurement, the terms and conditions of the federal grant funding award shall control.

[Conflict of Interest \(2 CFR § 200.112\)](#)

The Proposer must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy. Further, the County is required to maintain conflict of interest policies as it relates to procured contracts, which may be found in the Hernando County Procurement Department Policies and Procedures Manual. All Proposers shall familiarize themselves with such policies.

[Mandatory Disclosures \(31 U.S.C. §§ 3799 – 3733\)](#)

Proposer acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Proposer's actions pertaining to this Solicitation. The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

[Utilization of Minority and Women's Firms \(M/WBE\) \(2 CFR § 200.321\)](#)

The Proposer must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible when obtaining suppliers and subcontracting work to be performed under this Solicitation, in accordance with 2 CFR 200.321. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring prime contractors, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.

Prior to contract award, the [proposer/consultant/contractor] shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)

Florida Department of Transportation

Minority Business Development Center in most large cities and

Local Government M/DBE programs in many large counties and cities

[Equal Employment Opportunity \(As per 2 CFR Part 200, Appendix II\(C\); 41 CFR § 61-1.4\(a\); 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375\)](#)

During the performance of this Contract, the Proposer agrees as follows:

- (1) The Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;

(2) The Proposer will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin;

(3) The Proposer will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Proposer will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment;

(5) The Proposer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor;

(6) The Proposer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders;

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law;

(8) Proposer will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a

subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

If applicable to this Solicitation, Proposer shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this Solicitation.

[proposer/consultant/contractor] are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387, as amended)

Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

Proposer certifies that it and its principals, if applicable, are not presently debarred or suspended by any Federal department or agency from participating in this transaction. proposer now agrees to verify, to the extent applicable that for each lower tier subcontractor that exceeds \$25,000 as a “covered transaction” under the Services to be provided is not presently debarred or otherwise disqualified from participating in the federally assisted services.

The Proposer agrees to accomplish this verification by:

- (1) Checking the System for Award Management at website: <http://www.sam.gov>;
- (2) Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, herein;
- (3) Inserting a clause or condition in the covered transaction with the lower tier contract.

The governmentwide debarment and suspension regulations in 2 CFR part 180 apply as incorporated and supplemented by HUD’s implementing regulations in 2 CFR part 2424. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Proposer must file the required certification, attached to the procurement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose

any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.

[Rights to Inventions Made Under a Contract or Agreement \(37 CFR Part 401\)](#) [\(Appendix II to Part 200 \(f\)\)](#)

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

[License and Delivery of Works Subject to Copyright and Data Rights \(2 CFR 200.315\(b\)\)](#)

Proposer grants to the County and the Federal granting agency a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the Agreement but not first produced in the performance of this Agreement, the Contractor will identify such data and grant to the County and the Federal granting agency a license of the same scope as for data first produced in the performance of this Agreement. “Data,” as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Agreement, the Contractor will deliver to the County data first produced in the performance of this Agreement and data required by the Agreement but not first produced in the performance of this Agreement in formats acceptable by the County.

[Procurement of Recovered Materials \(2 CFR 200.323 and 40 CFR Part 247\)](#)

Proposer must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Access to Records and Reports

Proposer will make available to the County's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Hernando County, Hernando County Clerk of Court, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the County's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

Federal Changes

Proposer shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of any awarded contract.

Termination for Default (Breach or Cause)

If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

Termination of Contract 2 CFR § 200 Appendix II(B)

A. Termination for Convenience (Professional Services)

1. Hernando County may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by Hernando County, the Contractor must immediately discontinue all services affected.
2. Upon termination of the Agreement, the Consultant must deliver to Hernando County all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.
3. Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.
4. Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

B. Termination for Default (Professional Services)

1. Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.
2. The terminating party must provide the breaching party seven [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

C. Termination by Owner:

1. Hernando County may terminate this Agreement in whole or in part, for the failure of the Consultant to:
 - a. Perform the services within the time specified in this contract or by Owner approved extension;
 - b. Make adequate progress so as to endanger satisfactory performance of the Project; or
 - c. Fulfill the obligations of the Agreement that are essential to the completion of the Project
2. Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to Hernando County all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.
3. Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.
4. Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.
5. If, after finalization of the termination action, Hernando County determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if Hernando County issued the termination for the convenience of Hernando County.

D. Termination by Consultant:

1. The Consultant may terminate this Agreement in whole or in part, if Hernando County:
 - a. Defaults on its obligations under this Agreement;
 - b. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 - c. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.
2. Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon Hernando County's breach of the contract.
3. In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

E. REMEDIES (2 C.F.R. Part 200, Appendix II)

1. If an Event of Default occurs, then Hernando County shall, upon thirty (30) calendar days written notice to the Contractor and upon the Contractor's failure to cure within those thirty (30) calendar days, exercise any one or more of the following remedies, either concurrently or consecutively:
 - a. Terminate this Contract upon twenty-four (24) hour written notice from the date notice is sent by Hernando County.
 - b. Begin any appropriate legal or equitable action to enforce performance of this Agreement;
 - c. Withhold or suspend payment of all or any part of a request for payment;
 - d. Demand that the Contractor return to Hernando County any funds used for ineligible activities or unallowable costs under this Contract or any applicable law, rule, or regulation governing the use of the funds.
 - e. Exercise any corrective or remedial actions, including but not limited to:
 - i. Request additional information from the Contractor to determine the reasons for or the extent of non-compliance or lack of performance;

- ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected; or
- iii. Advise the Recipient to suspend, discontinue, or refrain from incurring costs for any activities in question.
- iv. Pursuing any of the above remedies does not preclude Hernando County from pursuing any other remedies in this Contract or provided at law or in equity.

Failure to exercise any right or remedy in this Contract, or failure to insist upon strict performance by Hernando County will not affect, extend, or waive any other right or remedy available to Hernando County, or affect the later exercise of the same right or remedy by Hernando County for any other default by the Contractor.

[Safeguarding Personal Identifiable Information \(2 CFR § 200.82\)](#)

Proposer will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

[Prohibition On Utilization of Cost Plus a Percentage of Cost Contracts \(2 CFR Part 200\)](#)

The County will not award contracts containing Federal funding on a cost-plus percentage of cost basis.

[Energy Policy and Conservation Act \(43 U.S.C. § 6201 and 2 CFR Part 200 Appendix II \(H\)\)](#)

Proposer shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

[Trafficking Victims Protection Act \(2 CFR Part 175\)](#)

Proposer will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits the Proposer] from:

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

Domestic Preference for Procurements (2 CFR § 200.322)

As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in a resulting contract, shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.

Prohibition On Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR § 200.216)

Propose and any subcontractors are prohibited to obligate or spend grant funds to:

- (1) procure or obtain,
- (2) extend or renew a contract to procure or obtain; or
- (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

Enhanced Whistleblower Protections (41 U.S.C. § 4712)

See 42 U.S. Code § 4712 for further requirements. Requirement: An employee of Proposer and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170)

In accordance with FFATA, the Proposer shall, upon request, provide the County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

Federal Awardee Performance and Integrity Information System (FAPIS) (The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII))

The Proposer shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

Federal Agency Seals, Logos and Flags

The Proposer shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.

No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from a resulting contract.

Occupational Safety and Health Act of 1970

All contracts and subcontracts that may result from this solicitation must incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractors' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

FEDERAL NON-DISCRIMINATION PROVISIONS

In performing under this [solicitation/contract], [Proposer/Consultant/Contractor] shall comply with the following federally mandated non-discrimination requirements, as applicable:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.)
2. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.)

3. Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101 et seq.)
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794)
5. Revised ADA Standards for Accessible Design for Construction Awards
 - a. Title II of the Americans with Disabilities Act (ADA) (28 C.F.R. part 35; 75 FR 56164, as amended by 76 FR 13285)
 - b. Title III of the ADA (28 C.F.R. part 36; 75 FR 56164, as amended by 76 FR 13286)
6. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.)
7. Parts II and III of EO 11246, "Equal Employment Opportunity," (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967)
8. EO 12086 "Consolidation of contract compliance functions for equal employment opportunity" (43 FR 46501, 1978), requiring federally assisted construction contracts to include the non-discrimination provisions of §§ 202 and 203 of EO 11246 "Equal Employment Opportunity" (41 C.F.R. § 60-1.4(b), 1991)
9. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency"
10. Pilot Program for Enhancement of Employee Whistleblower Protections. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. No. 112-239, enacted January 2, 2013 and codified at 41 U.S.C. § 4712)
11. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects)
12. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

ENVIRONMENTAL COMPLIANCE

In performing under this Solicitation, Proposer shall comply with all of the federal environmental statutes, regulations, and executive orders listed below, as applicable:

1. The National Environmental Policy Act (42 U.S.C. § 4321 et. seq.)
2. The Endangered Species Act (16 U.S.C. § 1531 et seq.)
3. Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et seq.)
4. Clean Water Act Section 404 (33 U.S.C. § 1344 et seq.)
5. The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712); Bald and Golden Eagle Protection Act (16 U.S.C. § 668 et seq.), and Executive Order No. 13186, Responsibilities of Federal Agencies to Protect Migratory Birds

6. National Historic Preservation Act (54 U.S.C. § 300101 et seq.) and the Advisory Council on Historic Preservation Guidelines (36 CFR part 800)
7. Clean Air Act (42 U.S.C. § 7401 et seq.), Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) (Clean Water Act), and Executive Order 11738 (“Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans”)
8. The Flood Disaster Protection Act (42 U.S.C. § 4002 et seq.)
9. Executive Order 11988 (“Floodplain Management”) and Executive Order 11990 (“Protection of Wetlands”)
10. Executive Order 13112 (“Invasive Species”)
11. The Coastal Zone Management Act (16 U.S.C. § 1451 et seq.)
12. The Coastal Barriers Resources Act (16 U.S.C. § 3501 et seq.)
13. The Wild and Scenic Rivers Act (16 U.S.C. § 1271 et seq.)
14. The Safe Drinking Water Act (42 U.S.C. § 300 et seq.)
15. The Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.)
16. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.)
17. Executive Order 12898 (“Environmental Justice in Minority Populations and Low Income Populations”)
18. Rivers and Harbors Act (33 U.S.C. § 407)
19. Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. § 1431 et seq.), and Executive Order 13089 (“Coral Reef Protection”)
20. Farmland Protection Policy Act (7 U.S.C. 4201 et seq.)
21. Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.)

Exhibit "G"
SPECIAL FEDERAL PROVISIONS –
DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

This Solicitation is or may become fully or partially Federally Grant funded. Proposer shall comply with the clauses as enumerated below, in addition to the general federal provisions found in Section 10, to the extent applicable if funding for a Quoted Project is a result of an agreement between Hernando County, Florida as [recipient or subrecipient] and the United States Department of Housing & Urban Development (HUD).

[Equal Participation of Faith-based Organizations in HUD Programs and Activities](#)

HUD's regulations on the equal participation of faith-based organizations are at 24 CFR 5.109. These regulations provide, among other things, that a faith-based organization that participates in a HUD-funded program or activity retains its independence and may continue to carry out its mission provided that it does not use direct Federal financial assistance to support or engage in any explicitly religious activities. An organization that engages in explicitly religious activities must separate those activities, in time or location, from activities supported by direct Federal financial assistance and participation must be voluntary for the beneficiaries of the programs or activities that receive direct Federal financial assistance. An organization that receives Federal financial assistance under a HUD program or activity may not discriminate against a beneficiary or prospective beneficiary on the basis of religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. (See 24 CFR 5.109.)

[Drug-Free Workplace](#)

Contractor shall comply with drug-free workplace requirements in Subpart B (or Subpart C, if applicable) of 2 CFR part 2429, which adopts the governmentwide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

[Energy Efficient, Sustainable, Accessible, and Free from Discrimination by Design](#)

Executive Order 14008, "Tackling the Climate Crisis at Home and Abroad," directs HUD to deploy its full capacity to reduce pollution, increase resilience, and conserve water, as well as align its management of real property and financial programs to support robust climate action. In addition, the Presidential Memorandum "Redressing Our Nation's and the Federal Government's History of Discriminatory Housing Practices and Policies" (86 FR 7487) directs HUD to ensure sufficient physically accessible housing, and secure equal access to housing opportunity for all.

Housing constructed, rehabilitated, and/or acquired with HUD funds should (following rehabilitation, if necessary) be well-designed, energy- and water-efficient, sustainable, accessible, and free from discrimination. Housing shall prioritize location efficiency; be resistant to local disaster risks; have healthy indoor air quality; embrace the tenets of accessible design, including concepts of visitability and universal design; have access to affordable broadband Internet for residents; and use native plant species in landscape design.

All new construction and/or feasible substantial rehabilitation should meet a Green and Resilient Building Standard and adhere to Elevation Standards (as described below) for structures in a 100-year floodplain. When older or obsolete products are replaced as part of rehabilitation work, rehabilitation should use ENERGY STAR-labeled, Water Sense-labeled, or Federal Energy Management Program (FEMP)- designated products and appliances.

Green and Resilient Building Standard means an industry-recognized standard that (1) has achieved certification under (i) Enterprise Green Communities, (ii) LEED (New Construction, Homes, Midrise, Existing Buildings Operations and Maintenance, or Neighborhood Development), (iii) ICC-700 National Green Building Standard Green+ Resilience; or the (iv) Living Building Challenge, or (v) any other equivalent comprehensive green building program acceptable to HUD, and (2) has achieved a minimum energy efficiency standard, such as (i) ENERGY STAR (Certified Homes or Multifamily HighRise), (ii) DOE Zero Energy Ready Home; (iii) regional or local certifications such as Earth Craft House, Earth Craft Multifamily; Greenpoint Rated New Home, Greenpoint Rated Existing Home (Whole House or Whole Building label); Earth Advantage New Homes; (iv) Passive House Institute Passive Building or EnerPHit certification from the Passive House Institute US (PHIUS), International Passive House Association.

Adhering to Elevation Standards means: All structures, as defined at 44 CFR 59.1, designed principally for residential use, and located in the 1 percent annual chance (or 100-year) floodplain, that receive assistance for new construction, repair of substantial damage, or substantial improvement, as defined at 24 CFR 55.2(b)(10), must be elevated with the lowest floor, including the basement, at least two feet above the 1 percent annual chance floodplain elevation (base flood elevation). Mixed-use structures with no dwelling units and no residents below two feet above base flood elevation, must be elevated or floodproofed, in accordance with FEMA floodproofing standards at 44 CFR 60.3(c)(3)(ii) or successor standard, up to at least two feet above base flood elevation. These elevation standards apply to new construction, repair of substantial damage, or substantial improvement of residential structures located in an area delineated as a special flood hazard area or equivalent in FEMA's data sources identified in 24 CFR 55.2(b)(10)(ii)(B) excludes from the definition of substantial improvement "Any alteration of a structure listed on the National Register of Historical Places or on a State Inventory of Historic Places.

[Real Property Acquisition and Relocation.](#)

With certain exceptions, HUD-funded programs or projects are subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) (42 U.S.C. §§ 4601 et seq.), and the government-wide implementing regulations issued by the Federal Highway Administration at 49 CFR part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or federally funded programs or projects. Generally, real property acquisition that receives federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. If real property acquisitions satisfy one of the acquisition requirements of 49 CFR 24.101(b)(1) through (5), then the real property acquisitions will not be subject to the requirements in 49 CFR part 24, subpart B. The relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD assistance. While there are no URA statutory provisions for "temporary relocation," the URA regulations recognize that there are circumstances where a person will not be permanently displaced but may need to be moved from a project for a short

period of time. Appendix A of the URA regulation (49 CFR 24.2(a)(9)(ii)(D)) explains that any tenant who has been temporarily relocated for a period beyond one year must be contacted by the displacing agency and offered URA permanent relocation assistance. Some HUD program regulations provide additional protections for temporarily relocated tenants. Before planning their project, applicants must review the regulations for the programs to which they are applying. Individual NOFOs may have additional relocation guidance and requirements. Additional resources and guidance pertaining to real property acquisition and relocation for HUD-funded programs and projects are available on HUD's Real Estate Acquisition and Relocation website at www.hud.gov/relocation. Applicable laws and regulations, policy and guidance, publications, training resources, and a listing of HUD contacts are also available for applicants who have questions or need assistance.

[Accessibility for Persons with Disabilities](#)

For all HUD-funded activities:

- a. All meetings must be held, and services provided, in facilities that are physically accessible to persons with disabilities. Where physical accessibility is not achievable, Contractor must give priority to alternative methods of product or information delivery that offer programs and activities to qualified individuals with disabilities in the most integrated setting appropriate in accordance with HUD's implementing regulations for section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) at 24 CFR part 8, subpart C; and
- b. All notices of and communications during training sessions and public meetings shall be provided in a manner that is effective for persons with hearing, visual, and other communication related disabilities or provide other means of accommodation for persons with disabilities consistent with section 504 of the Rehabilitation Act of 1973 and HUD's Section 504 regulations. Contractor must provide appropriate auxiliary aids and services necessary to ensure effective communication, which includes ensuring that information is provided in appropriate accessible formats as needed, e.g., Braille, audio, large type, assistive listening devices, sign language interpreters, accessible websites, and other electronic communications. See 24 CFR Section 8.6; 28 CFR 35.160, 36.303.

[Violence Against Women Act](#)

The Violence Against Women Act of 1994, as amended by the Violence Against Women Reauthorization Act of 2013 (VAWA) provides housing protections for victims of domestic violence, dating violence, sexual assault, and stalking in many of HUD's housing programs. HUD's implementing regulations for VAWA are found in the applicable program regulations and 24 CFR Part 5, Subpart L, Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (collectively, the VAWA rule). The specific HUD programs that are subject to the VAWA rule are listed in the "covered housing program" definition at 24 CFR 5.2003. In general, the VAWA rule provides that an applicant for assistance or tenant assisted under a covered housing program may not be denied admission to, denied assistance under, terminated from participation in, or evicted from the housing on the basis or as a direct result of the fact that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy. The VAWA rule also requires the establishment of emergency transfer plans for facilitating the emergency relocation of certain tenants who are victims of domestic

violence, dating violence, sexual assault, or stalking. For the specific requirements of the VAWA rule, please refer to 24 CFR Part 5, Subpart L, and the applicable program regulations.

[Record Retention \(2 CFR § 200.334\) \(24 CFR 570.502\(a\)\(7\)\)](#)

The period shall be 6 years from the date of end of contract, including any extensions.

[HUD Section 3 Clause \(24 CFR 135.38\)](#)

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment

opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of com