



**CITY OF BROOKSVILLE
REQUEST FOR QUALIFICATIONS
PROFESSIONAL ENVIRONMENTAL ENGINEERING AND
CONSULTING SERVICES FOR THE
EPA BROWNFIELDS ASSESSMENT PROGRAM
RFQ NO. CD2019-09**

ADVERTISED: **Tampa Bay Times, Friday, August 9, 2019
Hernando Sun, Friday, August 9, 2019**

**Beginning August 9, 2019, available on DemandStar's website:
www.demandstar.com**

LAST DAY FOR QUESTIONS TO CITY CLERK (in writing): August 27, 2019

CLOSING: **3:00 p.m., Friday, September 6, 2019; Proposals will be opened
immediately following the closing**

PROPOSALS ARE TO BE SUBMITTED TO:

CITY OF BROOKSVILLE
ATTN: JENNIFER J. BATTISTA, CMC, CITY CLERK
201 HOWELL AVENUE
BROOKSVILLE, FL 34601

ATTACHMENTS:

Notice to Newspaper-Request for Sealed Proposals
Request for Qualifications
Proposed Contract

Proposal Forms (To be submitted with bid):
o Acknowledgement of Addenda, if any
o Drug Free Workplace Certification
o Non-Collusion Form
o Public Entity Crime Statement

**[s/Jennifer J. Battista](#)
Jennifer J. Battista, CMC**



**REQUEST FOR QUALIFICATIONS
PROFESSIONAL ENVIRONMENTAL ENGINEERING AND
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EPA BROWNFIELDS ASSESSMENT PROGRAM
RFQ CD2019-09**

NOTICE IS HEREBY GIVEN that the City of Brooksville is requesting sealed proposals for **Professional Environmental Engineering and Consulting Services for the EPA Brownfields Assessment Program – RFQ CD2019-09**, Request for Qualifications. Specifications are available at the City Clerk's Office, 201 Howell Avenue, Brooksville, Florida 34601, (352) 540-3816, or can be downloaded at www.cityofbrooksville.us. Sealed responses must include the forms included in the package. Last day for questions to the City Clerk (in writing) is August 27, 2019 at 5:00 p.m. Sealed and properly identified proposals will be received by the City Clerk's Office up to and including **3:00 p.m., Friday, September 6, 2019**, and will be opened immediately thereafter at City Hall.

The City reserves the right to reject, waive technicalities, and/or negotiate any or all proposals. Proposals not received for any reason by the due date/time will not be accepted.

s/Jennifer J. Battista
Jennifer J. Battista, CMC
City Clerk

PUBLISHED: Friday, August 9, 2019

**REQUEST FOR QUALIFICATIONS
PROFESSIONAL ENVIRONMENTAL ENGINEERING AND
CONSULTING SERVICES
EPA BROWNFIELDS ASSESSMENT PROGRAM
RFQ CD2019-09**

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Section 1. INVITATION AND SCOPE OF SERVICES

Section 1 Contents:

1. Invitation
2. Overview
3. Contact Person
4. Scope of Services
5. Terms of Contract
6. Insurance, Permits and Licenses

1. INVITATION

Thank you for your interest in this Request for Qualification (RFQ) process. The City of Brooksville (City) invites proposals which offer to provide the services described in Section 4.

2. OVERVIEW:

The City of Brooksville, Florida (www.cityofbrooksville.us) has been awarded a Brownfields Assessment Grant from the U.S. Environmental Protection Agency (EPA) to assess both Hazardous (\$95,000) and Petroleum (\$190,000) sites. In accordance with the Consultants' Competitive Negotiation Act (F.S. 287.055), the City is requesting Statements of Qualifications from experienced environmental consultants or consultant teams to assist with the management and/or implementation of this grant for a contract period of approximately three (3) years. The Assessment Grant funds will be used to involve the community in the decision making process, to identify priority sites, to conduct Phase I and Phase II Environmental Site Assessments at priority sites, and to conduct cleanup and redevelopment planning of assessed Brownfield properties.

Brownfields are defined as real property in which the expansion, redevelopment, or reuse of said property may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. The City has received a grant for hazardous substance and petroleum contamination assessments. Grant funds will be used to identify and inventory Brownfield sites, conduct Phase I and Phase II Environmental Site Assessments (ESAs), plan for remediation and reuse of assessed sites, perform outreach activities to involve the community in the decision-making process, provide programmatic support and work

with the local Health Department to ensure that health issues or concerns are addressed during the assessment project's field activities.

The City supports diversity in its employees and consultants and therefore encourages qualified minority and disadvantaged firms to apply.

All submittals shall become the property of the City and the information therein will be subject to release pursuant to the public records laws of the State of Florida.

3. CONTACT PERSON:

All inquiries pertaining to this Request for Qualifications are to be directed to:

Jennifer J. Battista, CMC, City Clerk
City of Brooksville
201 Howell Ave.
Brooksville, FL 34601
Phone: 352-540-3816
Email: jbattista@cityofbrooksville.us

4. SCOPE OF SERVICES

The City is seeking qualified consultants that possess the ability to manage, provide, oversee, and/or perform services that may include, but are not limited to, and are in accordance with the EPA-approved Work Plan:

- Assist with all grant activities to ensure compliance with EPA and Florida Department of Environmental Protection (FDEP) requirements while achieving the City's objectives.
- Serve as technical liaison between the City, the Hernando County Health Department, EPA and the FDEP.
- Negotiate assessment requirements on the City's behalf with EPA and FDEP.
- Communicate progress regularly to the City, EPA and FDEP.
- Participate in and coordinate public involvement activities as directed by the City.

- Assist in the development/maintenance of an inventory of potential Brownfield properties within the designated target area(s).
- Input all data requested by EPA into the ACRES for the City, including leveraging data.
- Perform and complete Phase I and Phase II ESAs and supplemental assessments as necessary at designated sites.
- Provide management and technical oversight as needed.
- Coordinate, manage and schedule sub-consultants as needed in order to complete Phase II ESAs quickly.
- Prepare Quality Assurance Project Plans (QAPP) in accordance with EPA Region 4's most recent guidance on the Generic QAPP and Site Specific QAAP, for sites that require Phase II ESAs for review and approval by EPA.
- Prepare a Site-specific QAPP Addendum for each property where a Phase II ESA will be performed. The Consultant shall track costs site specifically, such as for site specific QAPPS and ESA's, and track costs separately that would be shared across all sites.
- Prepare an Environmental Health and Safety Plan (HASP) when a Phase II ESA will be performed.
- Assist with preparing and negotiating Brownfield Site Rehabilitation Agreements (BSRA) as needed.
- Conduct or oversee site-specific risk assessments as needed for designated sites where Phase II ESAs have been completed.
- Prepare site specific Analysis of Brownfields Cleanup Alternatives (ABCAs) and integrated cleanup and redevelopment plans as needed for designated sites using risk-based corrective action.
- Prepare monthly reports documenting activities and prepare quarterly reports to be submitted to EPA and other reports as may be required by FDEP.
- Prepare all necessary reporting forms to be submitted to the EPA on behalf of the City.
- Provide other services and duties that might be required for a successful program and site redevelopment, but that might not have been anticipated within this RFQ.
- Develop planning documents as necessary for sites.

- Conduct lead-based paint and/or asbestos surveys as needed.
- Complete Site Eligibility determinations for EPA review and approval.
- Ensure compliance with Federal cross-cutting requirements.
- Prepare presentation materials for use at conferences.
- Complete and distribute a final closeout report summarizing all grant activities.

Schedule:

The project start date is October 1, 2019. The City anticipates executing a Cooperative Agreement with EPA by September 30, 2019. Estimated time for the completion of the project is three (3) years, ending September 30, 2022.

Project Deliverables:

The selected consultant(s) will deliver the following reports/plans to the City in conjunction with the scope of work:

- Monthly and Quarterly Reports.
- Entry of information into the EPA Assessment, Cleanup and Redevelopment Exchange System (ACRES).
- Site Eligibility Determinations
- Phase I and Phase II ESA Reports
- EPA-required reporting forms
- Presentation materials
- Outreach materials
- Generic QAPP (multiple drafts may be required to receive EPA approval).
- Prepare a Site-specific QAPP Addendum for each property where a Phase II ESA will be performed.
- Environmental HASP where a Phase II ESA will be performed.
- Risk Assessment Reports.
- Cleanup and Redevelopment Plans.
- Close-out Report.

5. TERMS OF CONTRACT:

After submittal of proposals and evaluation is completed by City of Brooksville Selection Committee, and the firm is selected by City Council, the Consultant selected to provide the services requested

herein shall be required to execute a contract with the City (hereinafter "Contract") in a form substantially similar to the Contract attached hereto as Exhibit "1".

For the purpose of this selection, the choice of one consultant should not be interpreted as an exclusive or contractual obligation on the part of the City of Brooksville to have the selected Consultant perform all or any of these services. The City reserves the right to assign any of these services to other consultants when in the City's sole judgment it deems appropriate.

CONTRACT AWARD: Award will be made at the earliest possible Brooksville City Council meeting subsequent to the evaluation process.

SIGNING OF THE AGREEMENT: When the City gives a Notice of Intent to Award, it will be accompanied by an unsigned Contract. The Consultant shall execute and deliver to the City the Contract, along with certificate(s) of insurance that show(s) policies, limits and other conditions in compliance with that outlined in the Contract. Upon award and execution of the Contract by the City, one executed copy of the Contract shall be delivered to the Consultant.

6. INSURANCE, PERMITS & LICENSES

In the performance of work and services under this Agreement, the Consultant agrees to comply with all Federal, State and Local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement that are applicable to the Consultant, its employees, agents or subcontractors, if any, with respect to the work and services described herein, as specifically set forth in the Contract.

SECTION 2. TIMELINE AND SUBMITAL REQUIREMENTS

Section 2 Contents:

7. Proposal Timeline
8. Instructions to Proposers
9. Questions Regarding this RFQ
10. Instructions for Preparing Proposals, Requirements and Rules for Proposals
11. Response Requirements
12. Competitive Selection, Negotiations and City Rights
13. Terms and Conditions
14. Indemnity and Protection of Persons and Property

7. PROPOSAL TIMELINE:

All dates are tentative and subject to change:

- RFQ Advertisement.....August 9, 2019
- Available on DemandStar.....August 9, 2019
- RFQ Available for distribution.....August 9, 2019
- Deadline for RFQ questions (& addenda issued)...August 27, 2019 at 5:00 p.m.
- RFQ Proposal Due Date.....3:00 p.m. September 6, 2019
- RFQ Opening – announce names of proposers - 300 p.m. September 6, 2019
- Selection Committee Meeting(s).....TBD
- Selection by City CouncilTBD
- Negotiation of contract(s).TBD
- Approval of contract(s) by City CouncilTBD

8. INSTRUCTIONS TO PROPOSERS:

8.1 Qualified Consultants desiring to provide services, as described in the Scope of Services, shall submit one (1) original with originally signed forms, twelve (12) copies and one (1) CD of the proposal package, clearly marked “Sealed Proposal for “**RFQ No. CD2019-09 – ENVIRONMENTAL CONSULTING SERVICES FOR EPA BROWNFIELDS ASSESSMENT PROGRAM.**”

8.2 Your sealed proposal is required to be submitted by 3:00 PM, September 6, 2019, and should be mailed or delivered to:

Jennifer J. Battista, CMC, City Clerk
City of Brooksville
201 Howell Ave.
Brooksville, FL 34601
Phone: 352-540-3816

8.3 Any responses(s) received after the above stated time and date for any reason will not be considered and will not be opened. It shall be the sole responsibility of the Consultant to have their Proposal delivered to the City of Brooksville, City Clerk's Office, for receipt on or before the above stated time and date. If a response is sent by U.S. Mail Service, courier, or any other way, the Consultant shall be responsible for its timely delivery. Responses(s) delayed by mail or other reasons shall not be considered and arrangements shall be made for its return at the responder's request and expense.

8.4 **Timeliness of Proposal Submittal:** The City assumes no responsibility for a Proposal received after the due date and time, or at any location other than that specified herein, whether due to mail delays, courier mistakes, mishandling, inclement weather, or any other reason. **Proposals received after the due date and time shall be returned unopened. There will be no exceptions to this policy.**

CAUTION: The City of Brooksville is not considered a "priority area" by some courier services. It is the responsibility of Consultant to make sure their proposal is delivered by the due date and time. If the courier service chosen arrives after the due date and time, the actual delivery date and time will be recorded on the proposal envelope and returned to Proposer as refused.

8.5 Proposals shall be sealed and notated with the following:

- Request for Qualifications Number
- Date Proposals Due
- Names and Addresses of Proposer

8.6 Offers by telephone, facsimile, or email shall not be accepted.

8.7 The names of all Consultants will be publicly announced at the RFQ opening which will be set forth in the RFQ advertising notice and only the names of all Proposers and their addresses shall be read aloud.

8.8 The City of Brooksville is not responsible for expenses incurred prior to award. Solicitation documents may be obtained at the City Clerk's Office, downloaded from the City's website at www.ci.brooksville.fl.us, or obtained through www.demandstar.com. Copies of solicitation documents obtained from other sources are not considered official and shall not be relied upon. The City of Brooksville is not responsible for solicitation documents obtained from sources other than directly from the City Clerk's Office, the City's website, or DemandStar.

8.9 The City 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 City, 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 City.

8.10 Any proposal may be withdrawn until the date and time set above for the submission of the Proposals

8.11 Costs of preparation of a response to this request for Qualifications are solely those of the Proposer. The City assumes no responsibility for any such costs incurred by the Proposer. By submitting a proposal, the Proposer also agrees that the City bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

9. QUESTIONS REGARDING THIS RFQ:

9.1 Proposers **shall not** direct any queries or statements concerning their Proposal to the City of Brooksville Selection Committee, City staff, the City attorney or City Council during the selection process, from the time of announcement of the RFQ until the execution of a Contract. Any Proposer who initiates any discussions with City staff, City Attorney or City Council in any manner other than that described below is subject to disqualification from this procurement.

9.2 Issuing of Addenda. All questions or concerns regarding this Request for Qualifications shall be submitted in writing, either by email to the City Clerk, jbattista@cityofbrooksville.us, or by written correspondence mailed to the City Clerk, 201 Howell Ave., Brooksville, FL 34601, so that it is received no later than August 27, 2019, to the attention of Jennifer J. Battista, City Clerk, referencing the RFQ number. When deemed appropriate, at the sole determination of the City, the City Clerk will issue an addendum to the Request for Qualifications. The addendum will be available on the City's website for access by all potential Proposers. **It is the Proposer's responsibility to be aware of any addenda that might have bearing on their Proposal before their Proposal is due.** Proposers are instructed **not** to contact the initiating division directly. No oral interpretation of this Request for Qualifications shall be considered binding. The City shall be bound by information and statements only when such statements are written and executed under the authority of the City of Brooksville's official designee.

Receipt of addenda to this solicitation by a Proposer shall be acknowledged by signing and returning the addendum form(s) with the Proposal submitted to the City Clerk's Office. 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.

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

10.1 The Proposal shall name all persons or entities interested in the Proposal as principals. The Proposal shall declare that it is made without collusion with any other person or entity whether or not submitting a Proposal pursuant to this RFQ. [Form required to be returned with submittals]

10.2 **Sub-contractors/Sub-consultants:** The City of Brooksville 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 shall be included within this initial Proposal. Responsibility for the performance of the Contract remains with the awarded Consultant exclusively. Sub-contractors may be added to this Contract during the Contract period only with PRIOR WRITTEN PERMISSION from the City of Brooksville.

10.3 Miscellaneous Requirements:

- The Proposer/Consultant shall possess all the appropriate licenses and permits 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.
- The City of Brooksville or its authorized representative reserves the right to obtain all documentation deemed appropriate to verify the Consultant is meeting all regulations and specification requirements.
- Any damage to facilities, equipment or property, due to the actions, incompetence or negligence of the Consultant's personnel, including Sub-contractors that occurs, shall be responsibility of the Consultant. The Consultant shall reimburse the owner of the damaged facility, equipment or property for any cost to repair damage, beyond reasonable wear, caused by the Consultant.

11. RESPONSE REQUIREMENTS

The written response, which should be as concise as possible, should address the items described in this section of the Request for Qualifications. The City seeks to engage a Consultant Firm which can assure that each facet of this project will be handled by an adequately qualified individual. It is requested that the responses be in the same order as outlined below. The submittals should include the following:

- Cover Letter

A cover letter shall be provided that introduces the company submitting the qualifications and should provide an overview of the company's understanding of the City's needs and services required in the RFQ.

- Firm Experience

Overview of the Firm's history, capabilities and professional experience. Responses shall demonstrate experience in providing environmental engineering and consulting services for projects of a scope and nature comparable to those described. Include the name of the firm's contact person, address, telephone, fax number, and email address.

- Provide examples of recent projects located in Florida to indicate proficiency in similar work.
- Provide references (client name, contact name, address, and phone number) for no fewer than five clients for whom similar services have been provided.

- Project Team Experience

- Provide an introduction of the proposed project team and an organizational chart.
- Identify any sub consultants that will be involved and include a description of their qualifications.
- Provide resumes of all key personnel that will be assigned to the project.

- Approach

- Relative to the scope of services requested by the City, describe the specific experience and abilities of the firm. Include any innovative approaches to providing the services. Describe the firm's experience interacting with regulatory agencies.

- Provide description of firm's familiarity with the City's needs.
- Provide location of the engineering firm's offices that will have the responsibility for providing the services.
- Provide information about willingness to meet budget requirements.
- Describe the ability of the engineering firm to respond quickly to requests and requirements of the City.

Forms/information to be included in your proposal:

- Provide a copy of the firm 's professional engineering license(s) & and any other licenses that may be required pertinent to this project
- Acknowledgement of Addenda, if any
- Drug Free Workplace Certification
- Non-Collusion Form
- Public Entity Crime Statement

12. COMPETITIVE SELECTION, NEGOTIATIONS AND CITY RIGHTS

The City may form a Selection Committee at its discretion. If formed, the Selection Committee will evaluate all the written submissions received and establish a short list for the specialty/discipline specified herein. The Selection Committee will further evaluate the written qualifications submitted by all Proposers in accordance with criteria contained in the Consultants Competitive Negotiation Act, this RFQ, and applicable City code provisions to the extent not otherwise prohibited by law. The Selection Committee may also request additional information if deemed necessary for this evaluation. The City may subsequently request presentations from the short listed firms in order to complete their rankings.

The City Manager, as a member of the Selection Committee, will present the Committee's findings and recommendations to the City Council. The City Council will review the Selection Committee's recommendation for the top ranked firm. The City Council may approve the Selection Committee's top ranked firm or elect to request presentations at their discretion. Upon final approval by the City Council, negotiations will commence with the firm selected.

It shall be the City's right to enter into negotiations with the selected firm and should negotiations with the selected firm fail to result in a satisfactory agreement, such negotiations with the first firm will be

terminated and negotiations will be held with the next highest qualified firm as determined by the selection committee or the City Council. Should the City be unable to negotiate a contract with any of the competent qualified firm(s), the City may reject all proposals and restart the process with a newly issued RFQ.

Upon selection and the subsequent completion of a Contract with the respective Consultant, the City may issue a Notice to Proceed (NTP) for the services requested.

The successful Consultant will agree that the Contract shall be governed by the laws of the State of Florida. The Consultant should also be aware that the City may restrict the Consultant's firm from engaging in activities on behalf of the City that will produce a direct or indirect financial gain for the firm other than the agreed upon compensation, without the City's informed consent.

13. TERMS AND CONDITIONS:

13.1 The City 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 City, or to award a Contract to the next most qualified Consultant if a successful Proposer does not execute a Contract within thirty (30) days after approval of the selection by the City Council or other competent authority.

13.2 The City of Brooksville reserves the right, and the City of Brooksville's official designee has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the City Council when such approval is required. By submitting a proposal, the Consultant agrees that the decision to cancel a solicitation cannot be the basis for a protest.

13.3 The City reserves the right to request clarification of information submitted and to request additional information of one or more Consultants.

13.4 Any exceptions to the Contract attached as Exhibit "1" shall be clearly indicated by return of the Contract with the proposal, with exceptions clearly noted.

13.5 Information regarding Selection Committee scheduling and City

Council approvals is available by calling the City Clerk's Office, 352-540-3816.

13.6 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 to provide any goods or services to a public entity, may not submit a proposal on a Contract with a public entity for public work, 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, for CATEGORY TWO (2) for a period of thirty-six (36) months from the date of being placed on the convicted Consultant/Firm list.

13.7 The City's performance and obligation to pay under an awarded Contract is contingent upon an annual appropriation by the City Council and the EPA Brownfields Assessment Grant Award and associated requirements and conditions.

13.8 Consultants 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 (specialty/discipline, trade or commodity) and proposed percentage of work.

14. INDEMNITY AND PROTECTION OF PERSONS AND PROPERTY:

- **INDEMNITY:** To the fullest extent permitted by Florida law, the Consultant/Firm covenants, and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, cost, charge, attorney's fees and costs, or any other expense arising out of any act, action, neglect, or omission by Consultant/Firm during the performance of the Contract, whether direct or indirect, and whether to any person or property to which the City or said parties may be subject, except that neither the Consultant/Firm nor any of its Sub-contractors, or assignees, will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the City or any of its officers, agents, or employees.

5. PROTECTION OF PERSONS AND PROPERTY:

The Consultant/Firm 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 an awarded Contract.

The Consultant/Firm will take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of its 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 Consultant/Firm will act with reasonable care and discretion to prevent any threatened damage, injury or loss.

SECTION 3. GENERAL TERMS AND CONDITIONS

Section 3 Contents:

15. Maintenance of Records
16. Shortlists, Protests and Lobbying
17. Cone of Silence
18. Responsiveness of the Proposal and Disqualification
19. List of Proposers
20. Examination of Proposed Documents
21. Modification/Withdrawal of Proposal
22. Review of Proposer's Facilities and Qualifications
23. Financial Strength
24. Clarifications
25. Public Records Act
26. Joint Ventures
27. Notice Under the American's with Disability Act (ADA)
28. Payment

15. MAINTENANCE OF RECORDS:

The Consultant will keep adequate records and supporting documents applicable to any awarded 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. The City and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the City deems necessary during the period of any Contract and a period of five (5) years after completion of performance; provided however, such activity shall be conducted only during normal business hours. The City 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 Consultant as concerns the aforesaid records and documentation. Pursuant to Section 119.0701, Florida Statutes (current edition), Consultant/Firm shall comply with the Florida Public Records' laws and shall:

- Keep and maintain records required by the City to perform the service.
- Upon request from the City's custodian of public records, provide the

City 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 Chapter 119, or as otherwise provided by law.

- 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 Consultant does not transfer the records to the City.
- Upon completion of the Contract, transfer, at no cost to the City, all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to the City upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.
- 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY CLERK'S OFFICE.

16. SHORTLISTS, PROTESTS AND LOBBYING:

The recommended short list of firms, will be posted for review by interested parties at the City Clerk's Office following Selection Committee or City Council's approval and will remain for a period of five (5) full business days. Failure to file a protest to the City Clerk by 5:00 PM on the fifth full business day after posting date shall constitute a waiver of protest proceedings.

17. CONE OF SILENCE:

17.1 After a Solicitation is formally released and publicly advertised for a Request for Proposals or Request for Qualifications, a Vendor/Consultant or representative may not seek information or clarification or in any way contact any Official or employee of the City concerning this solicitation with the exception of the City Clerk. A copy of any written communication concerning this solicitation shall be filed with the City Clerk's office 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 City Clerk's Office with approval from the City Council and may subject the potential Vendor/Consultant or representative to debarment from future contract with the City. Nothing prevents a Vendor/Consultant or representative from taking part in a public meeting concerning the solicitation.

17.2 All Vendors/Consultants or representatives are hereby placed on formal notice that a lobbying "Cone of Silence" period shall commence upon issuance of the solicitation until the City Council selects the successful Consultant. For procurements that do not require City Council approval, the "Cone of Silence" period commences upon solicitation issuance and concludes upon Contract award.

17.3 Neither the members of the City Council, nor any employees from the City of Brooksville, nor any members of the Selection Committee are to be lobbied, either individually or collectively, concerning this project. Vendors/Consultants or representatives who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on formal notice that they are not to contact City personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the City. Any such lobbying activities may cause immediate disqualification for this project.

18. RESPONSIVENESS OF THE PROPOSAL AND DISQUALIFICATION:

- A responsive proposal is one that complies with and conforms to the requirements of this Request for Qualifications. A proposal requiring changes to any portion of this Request for Qualifications may be considered non-responsive. A proposal that fails to

comply with the criteria outlined in this Request for Qualifications may be deemed non-responsive.

- 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.
- 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 City, (6) evidence that a Proposer has a financial interest in another firm who is submitting a proposal, or (7) not having a valid and appropriate local, state or federal certifications and/or licenses necessary to perform the Services.
- City may conduct such investigations as City 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. City 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.

19. LIST OF PROPOSERS:

A list of Proposers will be posted on the City's website within two (2) business days after the Public Opening date. The list of Proposers can also be obtained by contacting the City Clerk. **The City will not provide a list of Proposers by telephone.**

20. EXAMINATION OF PROPOSED DOCUMENTS:

- 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.
- Before submitting a proposal, it shall be the Proposer's responsibility to submit to the City a request, in writing, for any additional information and data which pertains to the Project covered under this Request for Qualifications which the Proposer deems necessary to develop their proposal for performing the Services in accordance with the terms and conditions noted herein. Those requests for additional information and data must be submitted, in writing, to the City Clerk ten (10) business days before the close of the RFQ, which would be August 27, 2019.
- The submission of a proposal in response to this Request for Qualifications 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 Qualifications, (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 Qualifications.

21. MODIFICATION/ WITHDRAWAL OF PROPOSAL:

- 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 shall be made to City in writing.
- Modified or withdrawn proposals may be resubmitted, in accordance with the instructions in this Request for Qualifications prior to the stipulated submittal date and time.

- No proposal shall be modified or withdrawn by the Proposer after the proposal due date.

22. REVIEW OF PROPOSER'S FACILITIES AND QUALIFICATIONS:

After the Request for Qualifications due date and prior to award of a Contract, the City reserves the right to perform or have performed an on-site review of the 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 Qualifications. The review may also serve to verify whether the Proposer has adequate financial capability to meet the City's requirements. Should the City determine that the proposals, or subsequent documentation submitted by the Proposer, has material misrepresentations, or that the size or nature of any 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 City has the right to reject their proposal and not make an award.

23. FINANCIAL STRENGTH:

Prior to award of a Contract, the City reserves the right to request financial information from the Successful Proposer to assist the City in further review of the Proposer's capabilities. Financial information provided shall be for the current and previous two years, to include, but not be limited to, 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.

24. CLARIFICATIONS:

Before Contract award, the City reserves the right to seek clarification from any Proposer. Before an award is made, failure to provide requested information may result in not making an award to the Proposer.

25. NOTICE UNDER THE AMERICAN'S WITH DISABILITY ACT (ADA):

The City of Brooksville will not discriminate against qualified individuals with disabilities on the basis of disability in the City's services, programs, or activities. The City will generally, upon request, provide

appropriate services leading to effective communication for qualified persons with disabilities so they can participate equally in the City's programs, services and activities. The City will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all City programs, services and activities. A person with a disability may receive service to effectively participate in City government activities by contacting the City Clerk's Office, 352-540-3816, as soon as possible, but no later than 48 hours before the event or deadline date.

26. PAYMENT:

Payment to Vendor/Contractor by Electronic Payment Solution:
ACH (Direct Deposit): If the Vendor/Contractor is enrolled in the City's ACH electronic payment solution, all payments will be made using 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 City has approved payment, an electronic remittance advice will be sent to the Vendor/Contractor via e-mail.

EXHIBIT "1"

CITY OF BROOKSVILLE

AGREEMENT FOR PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES - EPA BROWNFIELDS ASSESSMENT PROGRAM

(SAMPLE)

THIS CONTRACT (hereinafter "Contract" or "Agreement") is made upon the signing of the parties by and between the City of Brooksville, Florida, a municipal corporation, hereinafter referred to as the "City", and _____, authorized to do business in the State of Florida, and hereinafter referred to as the "Consultant" or "Contractor". In consideration of the mutual promises contained herein, the City and the Consultant agree that the Consultant will perform environmental engineering and consulting services and related tasks for the City as more specifically set forth in **Exhibit A, Scope of Services**, of this Contract, attached hereto and by reference, made a part hereof.

ARTICLE 1-TERM OF CONTRACT

The Consultant shall begin services under this Contract on or about October 1, 2019, and this Contract shall continue for a period of up to three years through September 30, 2022, unless either party chooses to exercise its rights under Article 26, Termination. This Contract may be extended by the mutual agreement of both parties to facilitate the successful close-out documentation associated with the EPA Assessment Grant. The maximum term of this contract shall be four years.

ARTICLE 2 - CONTRACT ADMINISTRATION

Administration of this Contract shall be under the general direction of Mark Kutney, City Manager, or designee, who shall act as the City's representative during performance of the work for this Contract unless otherwise designated.

The Contract Administrator for the Consultant is _____, who will also serve as the day-to-day contact person. Each party to this Contract agrees to provide written notification within fifteen (15) days, should the representative of either party change during the term of the Contract.

ARTICLE 3 - SCOPE OF WORK

The Consultant shall do, perform, deliver and carry out, in a professional manner, the services as set forth in Exhibit A, Scope of Services. The scope of services shall be implemented through the use of a Task Order as more specifically described herein. The Task Order shall be negotiated with the Consultant to specifically address the services as generally described in the Scope of Services, and will be incorporated as part of this Agreement.

ARTICLE 4 – TASK ORDERS

The Consultant shall prepare in writing a Task Order to provide the services that fully implements **Exhibit A, Scope of Services**. Said Task Order shall take the general form as set forth in **Exhibit C, Task Order for Brownfields Assessment Program Services**.

ARTICLE 5 – NOTICE TO PROCEED

The Consultant shall commence work upon receipt of a written notice to proceed signed by the City Manager or, in the City Manager’s absence, Finance Director, which will include the Scope of Work (Task Order) mutually agreed to by the parties.

ARTICLE 6 - PAYMENTS TO CONTRACTOR

The Consultant will invoice the City as described in **Exhibits B** and **Exhibit C** of this Contract, attached hereto and by reference, made part hereof. All invoices received pursuant to this contract will be supported by an approved Task Order. Payment will conform to the schedule agreed to in the Task Order.

Invoices received from the Consultant pursuant to this Contract will be attested and approved by the Contract Administrator, indicating that the services being invoiced are in conformity with the Contract. The invoices will then be sent to the Finance Department for payment. Invoices not in accordance with the terms of the contract will be returned to the Consultant for correction.

Additional services shall be at the rates as set forth in Exhibit B.

ARTICLE 7 - REIMBURSABLES

“Out of pocket” expenses for travel must be pre-authorized by the City and will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

All requests for payment of “out of pocket” expenses must be supported by documentation sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work specified in a particular project.

ARTICLE 8 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the Consultant shall act as the execution of a truth-in-negotiation certificate certifying that the wage and rates and costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

The obligations of the City under this Contract are subject to the availability of funds lawfully appropriated for its purposes by the City Council of Brooksville and the US EPA Brownfields Assessment Grant Award and Cooperative Agreement and associated requirements and conditions.

ARTICLE 10 – INSURANCE, PERMITS & LICENSES

In the performance of work and services under this Agreement, Contractor agrees to comply with all Federal, State and Local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement that are applicable to Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

Consultant shall maintain in full force and effect during the life of the Contract, Worker's Compensation insurance covering all employees in performance of work under the Contract.

Consultant shall make this same requirement of any of its subcontractors. Contractor shall indemnify and save the City harmless for any damage resulting to them for failure of either Consultant or any subcontractor to take out or maintain such insurance.

The following are required types and minimum limits of insurance coverage that the Consultant agrees to maintain during the term of this Contract:

| COVERAGE | MINIMUM LIMITS |
|------------------------|-------------------------------|
| General Liability | \$1,000,000 incident |
| Auto Liability | \$500,000 per person/incident |
| Professional Liability | \$1,000,000 |
| Worker's Compensation | Statutory |

Statutory coverage for Worker's Compensation Insurance means covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Consultant further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

Consultant will provide copies of its business tax receipt(s) to the Finance Director. Neither Consultant nor any subcontractor shall commence work under this Contract until they have obtained all insurance required under this section and have supplied the City's Contract Administrator with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The City Manager or designee shall approve such certificates.

All insurers shall be licensed to conduct business in the State of Florida. Insurers must have, at a minimum, a policy holders' rating of "A", and a financial class of "VII" as reported in the latest edition of Best's Insurance Reports, unless the City grants specific approval for an exception. All policies provided should be Occurrence, not Claims Made, forms when commercially available. The Consultant's insurance policies must be endorsed to add the City of Brooksville as an Additional Insured. The Consultant shall be responsible for all deductibles. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the City by certified mail.

ARTICLE 11 - INDEMNIFICATION

For other additional consideration, the receipt and sufficiency of which is hereby acknowledged, the Consultant hereby contracts and agrees to indemnify and save harmless and defend the City, its agents, servants and employees from and against any and all claims, liability, losses, and/or cause of action which may arise from any act or omission of the Consultant, its agents, servants, representatives, or employees in the performance of this Contract.

The Consultant further agrees to indemnify, save harmless and defend the City, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the Contractor not included in the paragraph above and for which the City, its agents, servants or employees are alleged to be liable.

ARTICLE 12 - SAFETY

Precautions shall be exercised at all times for the protection of all persons (including City employees) and property. The safety provisions of all applicable laws, regulations and codes shall be observed. Hazards arising from the use of vehicles, machinery and equipment shall be guarded or eliminated in accordance with the highest accepted standards of safety. The Consultant and any subcontractors shall comply fully with all requirements of the Occupational Safety and Health Act (OSHA), and any other pertinent Federal, State or Local Statutes, rules or regulations. The Consultant and any subcontractors shall bear full responsibility for payment of any fines or other punishments resulting from violation of any such statutes, rules or regulations.

ARTICLE 13 - NONDISCRIMINATION

The Consultant warrants and represents that it complies with all Federal and State requirements concerning fair employment and will not discriminate by reason of race, color, religion, sex, age, national origin, or physical handicap.

ARTICLE 14 - DRUG FREE WORKPLACE

In accordance with Florida Statutes, §287.087, the Consultant warrants that it is a drug free workplace.

ARTICLE 15 - PUBLIC ENTITY CRIME INFORMATION STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 (\$35,000.00), for a period of 36 months from the date of being placed on the convicted vendor list. By execution of this Agreement, the Consultant certifies that it is not a convicted vendor.

ARTICLE 16 - EXCUSABLE DELAYS

The Consultant shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the Consultant's control and without its fault or negligence. Such causes may include, but are not limited to: Acts of God; the City's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. If failure to perform is caused by the failure of the Consultant's subcontractor(s) to perform or make progress, and if such failure arises out of causes reasonably beyond the control of the Consultant and its subcontractor(s) and is without fault or negligence of either of them, the Consultant shall not be deemed to be in default.

ARTICLE 17 - ARREARS

The Consultant shall not pledge the City's credit or make it guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further warrants and represents that it has no obligation for indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 18 - WARRANTY

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

ARTICLE 19- ASSIGNMENT

This Contract may not be assigned without the prior written consent of the City. Any attempt to assign this Contract without prior written consent of the City shall render the Contract null and void with respect to the attempted assignee. The City shall not unreasonably withhold consent provided that the Consultant provides City with information it requires including, but not limited to, a sample contract from the proposed assignee, proposed fee schedule, operating history of the assignee and a contact person representing the assignee. The Consultant shall provide this information at least thirty (30) days prior to the target date for assignment.

ARTICLE 20 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Consultant shall deliver to the City for approval and acceptance, and before eligibility for final payment of any amounts due, all documents and materials prepared by and for the City under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the City or at its expense will be kept confidential by the Consultant and will not be disclosed to any other party, directly or indirectly, without the City's prior written consent unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased, under this Contract or at the City's expense shall be and remain its property and may be reproduced and reused at the discretion of the City.

All original notes, designs, drawings, maps, reports, technical papers, and/or other items or data developed by the Consultant in performing under this Contract, along with all copies thereof, shall be prepared exclusively for the City and upon delivery to the City by the Consultant whether at the completion of work, or at any other time, shall become the exclusive property of the City.

No reports, data, programs or other materials produced in whole or in part under this agreement shall be subject to copyright by the Consultant in the United States or in any other country. The City or its assigns shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, for the specific purposes intended, any reports, data, programs or other material prepared under this agreement. All final writings, maps, charts, reports, computer programs, base maps, aerial photography and any other documentation prepared under this agreement, if any, shall become the property of the City after final payment.

ARTICLE 21- INDEPENDENT CONSULTANT

The Consultant agrees that it is an Independent Consultant with respect to the services provided pursuant to this Contract, and not an employee, agent, or servant of the City. All persons engaged in any of the work or services performed shall at all times, and in all places, be subject to the Consultant's sole direction, supervision, and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work; the City's interest is in the results obtained. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties.

ARTICLE 22 - SUBCONTRACTORS

No part of this Contract shall be sublet without the prior express written approval of the City. If the Consultant shall sublet any portion of this Contract, the Consultant shall be as fully responsible to the City for acts and omissions of a subcontractor, and of persons either directly or indirectly employed by the subcontractor, as the Consultant is for its own acts and omissions and the acts and omissions of persons employed directly or indirectly by the Consultant. The subcontractor is subject to the same contractual provisions as is the Consultant under this Contract, including but not limited to insurance requirements, records maintenance and audit requirements.

ARTICLE 23 - SEVERABILITY

No inspection by the City, nor any payment for or acceptance of the whole or part of the items in this Contract, nor any extension of time, nor any possession taken by the City of the product or services hereunder shall operate as a waiver of (1) any provision of this Contract, (2) the right to have it fully performed, (3) any power herein reserved to the City, or (4) any right to damages under this Contract. No waiver of any breach of this Contract shall be held to be a waiver of any other breach.

ARTICLE 24 - CONTINGENT FEES

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

ARTICLE 25 - ENTIRETY OF CONTRACTUAL AGREEMENT

The City and the Consultant agree that this Contract, along with the representations of the Consultant in the response to the RFQ, set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein and the representations of the Consultant in the response to RFQ. If there is any conflict between the provisions of this Contract, and the representations of the Consultant in the RFQ, this Contract shall prevail.

ARTICLE 26 - AMENDMENTS AND MODIFICATIONS

Any cardinal change in the terms and conditions set forth in this Contract must be mutually agreed to by both the City and the Consultant, and may be implemented only after this agreement has been amended in writing.

The City reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the City's notification of a contemplated change, the Contractor shall (1) if requested by the City, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the City of any estimated change in the completion date, and (3) advise the City in writing if the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules of this Contract.

If the City so instructs, in writing, the Consultant shall suspend work on that portion of the work affected by a contemplated change, pending the City's decision to proceed with the change. If

the City elects to make the change, the City shall issue a Contract Amendment or Change Order and the Consultant shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 27 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the City, shall be mailed to:

Original : City Clerk
City of Brooksville
201 Howell Avenue
Brooksville, FL 34601

Copy : Mark Kutney, City Manager
City of Brooksville
201 Howell Avenue
Brooksville, FL 34601

Notices sent to the Contractor shall be mailed to:

Original :

ARTICLE 28 - TERMINATION

This Contract may be terminated by the Contractor upon thirty (30) days prior written notice to the City in the event of substantial failure by the City to perform in accordance with the terms of this Contract through no fault of the Contractor. It may also be terminated by the City with or without cause immediately upon written notice to the Contractor. Unless the Contractor is in breach of this Contract, the Contractor shall be paid for services rendered to the City's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the City, the Contractor shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work and other material related to the terminated work to the City, or approved designee.
- D. Continue and complete all parts of the work that have not been terminated.
- E. The Contractor shall be paid for services actually rendered to the date of the termination.

ARTICLE 29 - EXCLUSIVITY

This is not an exclusive Contract. The City may, at its sole discretion, contract with other entities for work similar to that to be performed by the Contractor hereunder.

ARTICLE 30 - REMEDIES

The laws of the State of Florida shall govern this Contract. The venue for any and all legal action necessary to enforce the Contract will be held in Hernando County, Florida.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 31 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover the reasonable value of its attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 32 – E-VERIFY REQUIREMENTS

Consultant acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- a) all persons employed by Consultant to perform employment duties within Florida during the term of the Contract, and,
- b) all persons (including subcontractors/vendors) assigned by Consultant to perform work pursuant to the Contract.

The Consultant acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

ARTICLE 33 – REMEDIES – PUBLIC RECORDS COMPLIANCE

Contractor agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.071(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

- (a) Keep and maintain public 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 City's custodian of public records, in a format that is compatible with the information technology systems of the City.

- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**JENNIFER J. BATTISTA, CITY CLERK
CITY OF BROOKSVILLE
201 Howell Avenue
Brooksville, Florida 34601
jbattista@cityofbrooksville.us**

ARTICLE 34 – PUBLIC RECORDS COMPLIANCE INDEMNIFICATION

Contractor agrees to indemnify and hold the City harmless against any and all claims, damage awards, and causes of action arising from the contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Hernando County Circuit Court on an expedited basis to enforce the requirements of this section.

ARTICLE 35 – COMPLIANCE/CONSISTENCY WITH SECTION 768.28, FLA. STAT.

Any indemnification by City specified in the Agreement shall not be construed as a waiver of City's sovereign immunity, and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by City in the Agreement in derogation hereof shall be void and of no force or effect.

ARTICLE 36 – NON-APPROPRIATION

City's performance and obligation to pay under this Agreement is contingent upon an appropriation during the City's annual budget approval process and the EPA Brownfields Assessment Grant Award and associated requirements and conditions. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year-end shall be without penalty or expense to the City subject to the City paying all invoices for services rendered during the period the Agreement was funded by appropriations and grant funding

availability.

ARTICLE 37 – VENUE AND JURISDICTION

Notwithstanding any other provision to the contrary, this Agreement and the parties’ actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Hernando County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first above written:

CITY OF BROOKSVILLE

Attest:

Signature:

By:

By:

Jennifer Battista
City Clerk
City of Brooksville

William Kemerer
Mayor
City of Brooksville

Date:

Date:

Vose Law Firm, City Attorney

Witness :

Contractor Signature:

By:

By:

Date:

Date:

EXHIBIT A
SCOPE OF SERVICES

Services to be provided include but are not limited to the management, provision, oversight, and/or performance of the following services in accordance with the EPA-approved Work Plan:

- Assist with all grant activities to ensure compliance with EPA and Florida Department of Environmental Protection (FDEP) requirements while achieving the City's objectives.
- Serve as technical liaison between the City, the Hernando County Health Department, EPA and the FDEP.
- Negotiate assessment requirements on the City's behalf with EPA and FDEP.
- Communicate progress regularly to the City, EPA and FDEP.
- Participate in and coordinate public involvement activities as directed by the City.
- Assist in the development/maintenance of an inventory of potential Brownfield properties within the designated target area(s).
- Input all data requested by EPA into the ACRES for the City, including leveraging data.
- Perform and complete Phase I and Phase II ESAs and supplemental assessments as necessary at designated sites.
- Provide management and technical oversight as needed.
- Coordinate, manage and schedule sub-consultants as needed in order to complete Phase II ESAs quickly.
- Prepare Quality Assurance Project Plans (QAPP) in accordance with EPA Region 4's most recent guidance on the Generic QAPP and Site Specific QAAP, for sites that require Phase II ESAs for review and approval by EPA.
- Prepare a Site-specific QAPP Addendum for each property where a Phase II ESA will be performed. The Consultant shall track costs site specifically, such as for site specific QAPPS and ESA's, and track costs separately that would be shared across all sites.
- Prepare an Environmental Health and Safety Plan (HASP) when a Phase II ESA will be performed.
- Assist with preparing and negotiating Brownfield Site Rehabilitation Agreements (BSRA) as needed.
- Conduct or oversee site-specific risk assessments as needed for designated sites where Phase II ESAs have been completed.
- Prepare site specific Analysis of Brownfields Cleanup Alternatives (ABCAs) and integrated cleanup and redevelopment plans as needed for designated sites using risk-based corrective action.
- Prepare monthly reports documenting activities and prepare quarterly reports to be submitted to EPA and other reports as may be required by FDEP.
- Prepare all necessary reporting forms to be submitted to the EPA on behalf of the City.
- Provide other services and duties that might be required for a successful program and site redevelopment but that might not have been anticipated within this RFQ.
- Develop planning documents as necessary for sites.
- Conduct lead-based paint and/or asbestos surveys as needed.
- Complete Site Eligibility determinations for EPA review and approval.
- Ensure compliance with Federal cross-cutting requirements.

City of Brooksville - RFQ CD2019-09 - Professional Environmental Engineering and Consulting Services

- Prepare presentation materials for use at conferences.
- Complete and distribute a final closeout report summarizing all grant activities.
- The Consultant and consulting services shall be bound by, subject to and consistent with the terms of the US EPA Cooperative Agreement #TBD.

Schedule

The project start date is October 1, 2019. The City anticipates executing a Cooperative Agreement with EPA by September 30, 2019. Estimated time for the completion of the project is three (3) years, ending September 30, 2022.

Project Deliverables

The selected consultant(s) will deliver the following reports/plans to the City in conjunction with the scope of work:

- Monthly and Quarterly Reports.
- Entry of information into the EPA Assessment, Cleanup and Redevelopment Exchange System (ACRES).
- Site Eligibility Determinations
- Phase I and Phase II ESA Reports
- EPA-required reporting forms
- Presentation materials
- Outreach materials
- Generic QAPP (multiple drafts may be required to receive EPA approval).
- Site-specific QAPP Addendum for each property where a Phase II ESA will be performed.
- Environmental HASP where a Phase II ESA will be performed.
- Risk Assessment Reports.
- Cleanup and Redevelopment Plans.
- Close-out Report.

EXHIBIT B
FEE SCHEDULE

No payments will be made under this contract until all the insurance; permit & license requirements in Article 7 have been met.

A Task Order will be prepared using the rates shown on the following page. These rates are part of this Agreement and are incorporated into this Agreement. As a Task Order type contract, Consultant shall provide a total, not-to exceed cost for services specified in the Scope of Services and Task Order. Said Consultant and consulting services shall be bound by, subject to and consistent with the terms of the US EPA Cooperative Agreement # **TBD**.

HOURLY RATES

NOTE: RATES ARE NOT TO BE SUBMITTED AS PART OF THE RFQ PROCESS. RATES WILL BE NEGOTIATED WITH SUCCESSFUL PROPOSER(S)

EXHIBIT C

TASK ORDER FOR BROWNFIELDS ASSESSMENT PROGRAM SERVICES

This form is to be used for work authorized under this Agreement.

TASK ORDER # _____ **CONTRACTOR** _____

Description Of Services & Rates (use additional pages as necessary)

LUMP SUM PRICE _____

WORK AUTHORIZED:

ACCEPTED:

City: : _____ **Contractor:** _____
Project Manager Engineer/Project Manager

Date: _____ **Date:** _____

WORK COMPLETED:

City's Project Manager

Date: _____

Distribution : City: 1) original to Project Manager, 2) copy to City Clerk
Contractor/Engineer: copy

**CITY OF BROOKSVILLE
(RETURN WITH PROPOSAL)**

DRUG-FREE WORKPLACE CERTIFICATION

Please complete Part I or Part II as applicable.

In order to be given preference in the award process for having implemented a drug-free workplace program prior to the Bid/Proposal submission date, the Bidder/Proposer is requested to certify that as part of their drug-free workplace program, they have:

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

Part I - PROGRAM IMPLEMENTED

I certify that I/we have established a drug-free workplace program meeting the foregoing minimum requirements.

[Printed, typed name]

[Signature]

State of Florida
County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, who is personally known to me or who presented _____ as identification, and who (did) (did not) take an oath.

[Signature of Notary Public]

[Printed, typed or stamped name of Notary Public]

[Commission Number of Notary Public]

Part II - PROGRAM NOT IMPLEMENTED

A program meeting the above stated requirements has not been established or has not been fully implemented prior to Bid/Proposal closing date, and therefore I/we are not eligible for certification as a drug-free workplace.

[Signature]

[Date]

NON-COLLUSION AFFIDAVIT
(RETURN WITH PROPOSAL)

State of _____

County of _____

_____ being first duly sworn, deposes and says that:

- (1) He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____ the Bidder that has Submitted the attached Bid;
- (2) He/she is fully informed respecting the preparation and content of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusion or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm/ consultant, or person to submit a collusion or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work' or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm/ consultant, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of:

By: _____

(Printed Name)

(Title)

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
(RETURN WITH PROPOSAL)**

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

1. This sworn statement is submitted to City of Brooksville, Florida, a Municipal Corporation, 201 Howell Avenue, Brooksville, Florida 34601 by _____
[print individual's name and title]
for _____ whose business
[print name of entity submitting sworn statement]
address is _____
_____ and (if applicable) it's Federal Identification Number
(FEIN) is _____ (If the entity has no FEIN, include the Social Security
Number of the individual signing this sworn statement _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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 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 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]

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

[signature]

RFQ 2019-01

[Reference: Bid Number]

Sworn to and subscribed before me this ___ day of _____, 20___. Personally known _____ or produced identification _____
[Type of identification]

Notary Public - State of _____

My Commission expires: _____

[Signature of Notary]

[Printed, typed or stamped commissioned name of Notary Public]