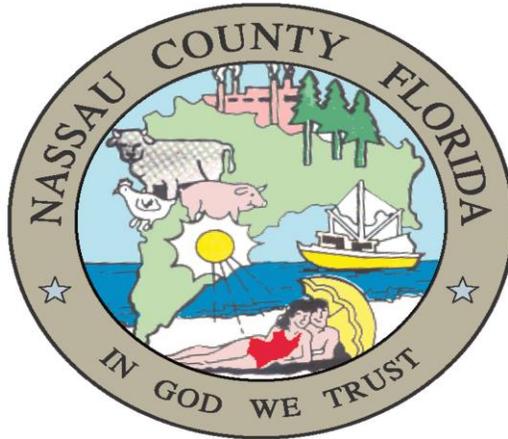


**NASSAU COUNTY
FLORIDA**



NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

REQUEST FOR QUALIFICATIONS (RFQ)

Planning and Economic Opportunity Department

SR 200/A1A CORRIDOR DESIGN PLAN

BID NO. NC18-012

PROPOSALS ARE DUE NOT LATER THAN 4:00 P.M.

JUNE 26, 2018

TABLE OF CONTENTS

SECTIONS

Section 1	Project Information	3 - 4
Section 2	Scope of Services	5 - 7
Section 3	Firms Qualifications and Experience	7
Section 4	Instructions and Information to Proposers	7 – 10
Section 5	Evaluation / Selection of Consulting Firm	11
Section 6	Contract Procedures	11 – 12

ATTACHMENTS

Attachment “A”	Addendum Acknowledgement	13
Attachment “B”	Public Entity Crimes – Sworn Statement	14 – 15
Exhibit “1”	Sample Contract	
Exhibit “2”	Insurance Requirements	

SECTION 1: PROJECT INFORMATION

- 1.1 PURPOSE:** The Nassau County Board of County Commissioners is soliciting Statements of Qualifications from professional consultants to work with the County in completing a corridor design plan for the State Road 200/A1A/ Buccaneer Trail Corridor (“SR 200/A1A Corridor” or “Corridor”) from Police Lodge Road west of I-95 and continuing east to the Intracoastal Waterway, approximately 13.18 miles. The term corridor in this study refers to a multi-modal transportation network surrounding a major transportation facility, and encompasses all adjacent land uses and existing and planned destination points.

The goal of the process is to provide specific recommendations for segments identified along the SR 200/A1A Corridor including but not limited to:

- Creation of place-based segments along the Corridor;
- Context-sensitive land use and zoning recommendations;
- Design and implementation strategies for signage, wayfinding, and identity; and
- Low impact design strategies for addressing stormwater.

A public participation program and cost analysis for public realm improvements are also requested as part of the study.

- 1.2 BACKGROUND:** Nassau County is located in Northeast Florida and has experienced rapid growth over the last fifteen-plus years. The County’s population has increased from 57,663 in 2000 to 80,456 in 2017. The number of housing units has increased by approximately 10,000 in the same time period. Growth rates are projected to continue. Updated population, demographic, and growth information will be supplied by the Planning and Economic Opportunity (PEO) Department as part of the project.

In 2007, Nassau County partnered with the Amelia Island/Fernandina Beach/Yulee Chamber of Commerce to conduct a 25-year visioning process with the citizens of Nassau County. Numerous public outreach sessions were involved in the process. The final report, Vision 2032, resulted in five topics ranked most important to residents: 1) Growth Management, 2) Recreation and Open Space, 3) Infrastructure, 4) Environment, and 5) Education and School Facilities. The commonality among different areas of the County and across groups was that citizens expressed how much they enjoy the quality of life in Nassau County. There is a strong interest in maintaining this quality of life through managing growth, creating skilled job opportunities, improving transportation networks, increasing recreation and open space, and improving and expanding essential services to keep pace with population growth.

The majority of the recent growth, both residential and commercial, has occurred within the boundaries proposed for this Corridor Study. The growth pattern has been low density, auto-oriented, and suburban in nature. Commercial development fronts SR 200/A1A and is a one-story strip development pattern, while residential developments behind the commercial areas are largely one to two story single family home subdivisions. Two multi-family apartment complexes have been built adjacent to the corridor within walking distance of commercial development. The majority of the Corridor is not bicycle or pedestrian friendly, although FDOT improvements associated with widening the roadway from a four-lane rural section to a six-lane urban section, currently underway along the Corridor, will help increase bicycle and pedestrian mobility.

SR 200/A1A is functionally classified as a principal arterial with four (soon six) lanes and traffic signals. The facility is designated as a Strategic Intermodal System (SIS) Connector, between I-95 and the Emerging Port of Fernandina, and serves as a prime timber transportation corridor. Additionally, the Corridor serves as the primary gateway not only to Nassau County, but to the state of Florida. The I-95 interchange at the Corridor (Exit 373) serves for now as the first interchange in Florida with services (gas, food, hotels) for visitors traveling south on 95, or the last in Florida for visitors traveling north. The Corridor is the entryway for visitors who exit I-95

to access Amelia Island, the County's major tourist destination. SR 200/A1A also serves as a primary emergency evacuation route for the County.

In 2003, the County adopted changes to their Land Development Code to include a SR 200/A1A Access Management Overlay District (Section 35). This Overlay primarily addresses signage and landscape requirements as well as vehicular access points. Underlying land use and zoning designations still apply.

In 2013, Atkins completed a Corridor Study for the North Florida TPO and Nassau County that looked at operational and access management improvements and priorities needed to support all modes of transportation including roadway capacity, public transit, and bicycle/pedestrian improvements. Because the study largely addressed components of operation on a FDOT road, the County did not have jurisdiction over most suggestions in that study. This study divided SR 200/A1A into four segments for review, as roadway and surrounding site conditions vary along the length of the Corridor.

However, also included in the 2013 study were preliminary suggestions around identity and placemaking for the Corridor along these segments. Historically, Nassau County's identity has been associated with railroads, timber, trade, and tourism. Opportunities exist to highlight the County's history to interject a sense of place along the corridor and to better emphasize the County as not only a gateway to Florida, but as destination in its own right with a unique identity. **The County seeks to elaborate upon the identity and placemaking suggestions suggested in the 2013 study, as an area where the County can work with FDOT on future improvements, align zoning and land use along the corridor to help facilitate quality of life and sense of place, identify specific design, wayfinding, identity and placemaking improvements, and suggest stormwater design standards.**

The County has recognized that the pattern of development along the SR 200/A1A Corridor is not fiscally sustainable, does not reflect trends in planning and design, and does not represent the interests of the community as expressed in the Vision 2032 plan. The goals of this study are to transform the SR 200/A1A into a place that functions not just as a major roadway, but a place that provides different opportunities for living and working, and creates a sense of place in Nassau County based on our community's history, character, and quality of life. The County is seeking a long-term design plan for the Corridor so that it is still functional and of value to the community over the long-term. Ideally, the Corridor Study will emphasize community identity, enhance the public realm and streetscape, encourage recreation and bicycle and pedestrian activity, promote compact mixed-use development patterns, and improve environmental quality and floodplain management, while also attracting private investment and making use of already developed sites.

1.3 Background documents:

- Nassau County Comprehensive Plan
- Nassau County Vision 2032
- SR A1A/SR 200 Corridor Study (North Florida TPO/Nassau County/Atkins)
- Land Development Code Section 35: SR 200/A1A Access Management Overlay District
- William Burgess Overlay District Vision/William Burgess Boulevard Extension

1.4 Similar comparative studies:

- San Pablo Avenue Specific Plan (El Cerrito, CA)
- Livable Corridors Project (Richmond, CA)
- Centre Avenue Corridor Redevelopment Design Plan (Pittsburgh, PA)
- US 17-92 Corridor Redevelopment Master Plan (Seminole County, FL)
- Oxford Road Long-Range Redevelopment Plan (Seminole County, FL)
- Dunn Avenue and Main Street Corridor Redevelopment Plan (Jacksonville, FL)

SECTION 2: SCOPE OF SERVICES

- 2.1 **PROJECT DESCRIPTION:** One of the first steps in beginning the SR 200/A1A Study will be to update existing and planned conditions along the corridor. Enough has changed since the 2013 Atkins study that understanding current circumstances will be important. From that, the study can expand upon initial opportunities as outlined in Section 6 of the 2013 Study. The County anticipates the timeframe for the project to be twelve to fourteen (12-14) months.

Specific areas to address include, but are not limited to:

1) **Creation of Place-Based Segments**

The 2013 Atkins study suggested four segments along the Corridor, east of I-95:

- a) I-95 to west of US 17 (Still Quarters Road)
- b) West of US 17 (Still Quarters Road) to east of US 17 (Rubin Lane)
- c) East of US 17 (Rubin Lane) to Chester Road/Amelia Concourse
- d) Chester Road/Amelia Concourse to east of CR 107

This Corridor Study does not have to utilize these proposed segments, but they serve as a starting point for evaluation. Because the 2013 study did not include any area west of I-95, that area would need to be addressed in this Corridor Study as would the remaining area east of CR 107 to the Intracoastal. The goal of this section of the Study is to clarify points along the Corridor that serve as logical segments for introducing recommendations related to points 2, 3, and 4 below. The areas along the Corridor have opportunities for highlighting unique attributes of our community, and identifying these areas will be essential to the success of the remaining portions of the study.

- 2) **Context-Sensitive Land Use and Zoning Recommendations:** The Corridor Study should identify land use and zoning recommendations that correlate with the place-based segments, and are context-sensitive, taking into account existing conditions, transportation needs, current market conditions, and site development standards. The land use and zoning recommendations should also take into account the evolution of the Corridor, focusing on the long-term function and value of the Corridor to the community. Goals as outlined in the County's Vision 2032 plan provide a basis for strategies outlined in this section of the Corridor Study. Land use and zoning recommendations should support mobility and access, connectivity, placemaking opportunities, and provide a foundation for highlighting identity along the Corridor. Potential traffic intersection improvements should be suggested as part of the study that support the recommended land use and zoning strategies and ensure functionality of the corridor. Land use and zoning strategies must also support fiscally sustainable development, encourage leadership in both the private and public sectors, and bolster economic development opportunities consistent with the goals outlined in Vision 2032. Ideally the study will include conceptual design work for the public and private realm including renderings for specific nodes and parcels along the Corridor.
- 3) **Design and Implementation Strategies:** Place-based segments along the Corridor will also help establish opportunities for creation of signage, wayfinding, and identity strategies that can be implemented to help establish sense of place. While this Corridor Study will include varied design strategies for different segments, it is important to establish a cohesive Corridor vision that anticipates an overall strategy such that transitions from each segment are not disjointed and still convey an experience rooted in Nassau County's community identity and history. Design themes can be created for public and private realms within each segment. Ideally, the Corridor Study will include cross-sections and rendering for specific points along the Corridor with renderings and visual components included as related to signage, streetscape elements, etc. Any associated traffic intersection improvements suggested as part of the study should be integrated into the overall proposed designs.

- 4) **Low Impact Design Strategies:** Nassau County is a part of the National Flood Insurance Program's Community Rating System, and is actively working on identifying ways to improve floodplain management. As a coastal and riverine county, floodplain management is important throughout the entire County. Recommendations for incorporating low impact design into our development regulations, particularly in an already developed area such as the SR 200/A1A corridor, will ensure that stormwater is handled onsite in future developments in creative and attractive ways. Examples of low impact design strategies are found in neighboring communities to the north and south of Nassau County in the Georgia Coastal Stormwater Supplement and Duval County Low Impact Development Design Manual.
- 5) **Public Participation:** Public participation is integral and shall be given priority in the process. The project will facilitate meaningful interaction with the people of Nassau County and provide opportunity for input into what they would like the future conditions along the SR 200/A1A Corridor to be. The input should be broad-based to allow for the diverse interests, needs, and conditions present in the County to be represented and included in any plans for the future.

The outreach process must include diverse and effective ways to engage the public and other key contributors within the community, including close coordination with the Florida Department of Transportation. It is anticipated that public visioning sessions will be held along the Corridor to ensure that the process is inclusive of all interests. The consultant should include in the proposal the number of sessions, the anticipated outcome of each, the work product of each, and short and long-term strategies for the overall process.

It is important that the firm selected remain cognizant of the needs for the project, to establish and sustain credibility with citizens and decision-makers. It is also essential that the selected firm have the ability to:

- Develop customized strategies that will be effective within the political and social context.
- Link the process and outcomes with the current and upcoming planning efforts.
- Effectively carry out a variety of public outreach methods and activities.
- Use a variety of media, activities and methods to capture, focus and engage citizens, decision makers and other key players.
- Develop and manage the process to achieve outcomes perceived as balanced, authentic and realistic by as many community stakeholders as possible.

- 6) **Cost Analysis for Public Realm Improvements:** The plan which is developed must be measurable and able to be implemented. Therefore, the process followed should include both a long-range timeframe and short-term one to five (1-5) year reporting periods for measurement purposes. Estimated costs associated with proposed recommendations, and specifically any recommended public realm improvements, should be included in the study. Public realm improvements for which to provide costs could include but not be limited to: traffic intersection improvements, signage, wayfinding, and other design/streetscape components.

2.2 **SPECIFIC CORRIDOR STUDY DELIVERABLES:**

1. Schedule of community outreach sessions and program of other community outreach strategies.
2. Participating in community outreach sessions.
3. Draft report and presentation for review by County staff and County Planning and Zoning Board.
4. Final report and presentation for review by Board of County Commissioners.

5. Hard copy and electronic versions of the report, including any associated specialized software files in their native format (GIS, CAD, Adobe, etc.). Nassau County will own the rights to all native files and have the ability to modify and use the files as deemed necessary to facilitate and implement recommendations.

SECTION 3: FIRMS QUALIFICATIONS AND EXPERIENCE

- 3.1 The County is looking for a consultant team with sufficient experience to work quickly in a collaborative framework with other team members, the public, citizen committees, elected officials and staff. The process must include extensive public involvement activities including innovative outreach efforts through various approaches toward the goals of engaging a broad and deep cross section of the community. The firm should have qualified, licensed technical staff in architecture, engineering and urban design that have experience in and are familiar with large-scale government projects, and are capable of producing innovative, illustrative, visual planning documents as well as associated narrative policy suggestions.

SECTION 4: INSTRUCTIONS AND INFORMATION TO PROPOSERS

4.1 TENTATIVE SCHEDULE OF SELECTION PROCESS/KEY DATES:

The County’s intended schedule for the project:

Event	Date
Request for RFQ Available	Monday, May 23, 2018
Deadline for RFQ Questions	Monday, June 4, 2018
Proposal Due Date/Time	Tuesday, June 26, 2018
Proposal Opening Date/Time	Wednesday, June 27, 2018
Evaluation Committee (Evaluate/Rank Firms)	Friday, July 6, 2018
Recommendation to BOCC	Monday, August 13, 2018
Begin Contract Negotiations	Tuesday, August 14, 2018
Agreement Executed	No later than Friday, September 14, 2018
Draft Report Submittal	September 20, 2019
Final Report Submittal	December 31, 2019

These dates are estimates only and the County reserves the right, in its sole discretion, to alter this schedule, as it deems necessary or appropriate.

- 4.2 **SUBMISSION OF STATEMENT OF QUALIFICATIONS (RFQ):** An original and six (6) copies of the Technical Proposal shall be sealed and clearly marked on the outside “**Request for Qualifications – SR 200/A1A Corridor Design Plan, Bid No. NC18-012**”.

Proposals must be in writing, and may be submitted by the Proposer in person, by courier or overnight to: Nassau County Board of County Commissioners, c/o John A. Crawford, Ex-Officio Clerk, Robert M. Foster Justice Center, 76347 Veterans Way, Suite 456, Yulee, Florida 32097. **Proposals must be received no later than June 26, 2018 at 4:00 p.m.** Facsimile proposals are not acceptable. Any proposals received after this date and time will be rejected and returned unopened to the proposer. Proposals will be opened at the office of the Ex-Officio Clerk, Nassau County on June 27, 2018 at 10:00 AM

In addition to the information as stated above to be marked on the outside of the envelope, it should also provide the date and time of opening and company name and address.

Proposals submitted by mail shall be enclosed in another sealed envelope and addressed to: Nassau County Board of County Commissioners, c/o John A. Crawford, Ex-Officio Clerk, Robert M. Foster Justice Center, 76347 Veterans Way, Suite 456, Yulee, Florida 32097.

NOTE: THIS REQUEST FOR QUALIFICATIONS IS A NON-PRICED QUALIFICATIONS-BASED PROCESS. PRICING WILL BE CONSIDERED DURING THE NEGOTIATION PHASE ONLY.

4.3 Proposers are directed not to contact evaluating committee members, County Commissioners, County departments or divisions until award has been made by the Board of County Commissioners. ALL QUESTIONS FROM PROPOSERS SHALL BE ADDRESSED IN WRITING TO THE CONTRACT MANAGEMENT DEPARTMENT (see contact information below).

4.4 ADDITIONAL INFORMATION/ADDENDA: Any ambiguity, conflict, discrepancy, omissions or other error discovered in this solicitation must be reported immediately in writing to the jurisdiction and a request made for modifications or clarification. Request for additional information or clarifications must be made in writing no later than seven (7) calendar days prior to the proposal opening date. Request for additional information or clarifications will be received by letter, facsimile, or email. The request must contain the submitter's name, address, phone number, facsimile number, and email address and addressed to:

Grayson Hagins
Contract/Purchasing Manager
96135 Nassau Place, Suite 6
Yulee, FL 32097
Fax: (904) 530-6040
Email: ghagins@nassaucountyfl.com

Facsimiles must have a cover sheet, which includes, at a minimum, the submitter's name, address, number of pages transmitted, phone number, and facsimile number.

The County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the bid opening date. Submitters should not rely on any representations, statements or explanations other than those made in this solicitation or in any addendum to this solicitation. Where there appears to be a conflict between the RFQ and any addenda issued, the last addendum issued will prevail.

It is the submitter's responsibility to be sure all addenda were received. The submitter should verify with the designated contact person prior to submitting a proposal that all addenda have been received. Submitters are required to acknowledge the number of addenda received as part of their submission of the proposal. Proposers shall submit the Addendum Acknowledgment form attached hereto as Attachment "A".

4.5 PROPOSALS AND PRESENTATION COST: The County will not be liable in any way for any cost incurred by the offerors in the preparation of their proposal in response to the RFQ nor for the presentation of their proposals or participation in any discussions or negotiations.

4.6 PROPOSAL – STATEMENT OF QUALIFICATIONS SUBMITTAL FORMAT. To facilitate and expedite review, the County asks that all proposers follow the response format outlined below. Failure to submit your response in the format requested may result in the reduction of your overall evaluation score. To assist you in preparing your response, the County's selection procedures are also described herein. Please abide by all requirements set forth to avoid any risk of disqualification.

Section 1 – Cover Letter

Provide a cover letter no longer than two (2) pages in length, signed by an authorized representative of your firm. Provide a positive commitment to perform the required work. Also the letter should disclose the name of the contracting agent and primary contact person, his/her title, address, phone number, fax number and email address. The table of contents should follow the cover letter.

Section 2 – Table of Contents

Include a clear identification of the material included in the proposal by page number.

Section 3 – Firm Information & Experience; Consultant Profile

- a. Provide a brief description of your firm's organization, structure and philosophy.
- b. Provide firm's years of experience and applicable project experience.
 - The firm's past experience and performance on comparable government placemaking, urban design, transportation and land use projects
 - Experience programming and executing large-scale community outreach efforts.
- c. Project Team. Identify and include qualifications and experience of individuals (include name, contact information, and services the individuals will provide) that will be assigned to the project. List any subconsultants that may be used on the project as well.
- d. List any innovative technology, including but not limited to: geospatial analysis, 3D modeling, AutoCAD, Adobe, etc. that was utilized on prior projects.
- e. Ability of firm to complete work in-house with firm's technical staff as opposed to subconsultants
- f. Knowledge of and design plan compliance with state and local laws

Section 4 – Project Approach

- a. Define what goods and services your company is proposing to Nassau County that will best meet the criteria specified in the Scope of Services. State your project management plan, firm's interpretation of scope and method of approach, including the staffing plan.
- b. Define personnel, labor, equipment and supply resources and requirements.
- c. Provide an implementation schedule for services
- d. Provide a comprehensive suggested community outreach strategy
- e. Provide information regarding any proposed innovative concepts that may enhance value and quality, any favorable cost containment approaches or additional or alternative ideas that may be successful if implemented by Nassau County.
- f. Provide what will be incorporated in the deliverables (visual elements, design renderings, etc.

Section 5 – References

Firm References: Provide a minimum of five (5) examples of similar size projects with applicable reference information, with emphasis on similar projects. References should include the following information:

- Client name, address **AND** phone and fax numbers, and e-mail addresses
- Description of all services provided
- Performance period
- Total contract value

Section 6 – Attachments/Administrative Information

Please Include the following:

- Proper and Valid Licensing to conduct business in the State of Florida
- Current Applicable Certifications
- Addendum Acknowledgement (Attachment “A”) and copies of all signed addenda
- Public Entities Crimes Statement (Attachment “B”)
- Certificate of Insurance (proof of current coverage)

All Attachment/Forms required by the RFQ shall be fully executed by the proposer and submitted in the above order. Failure to do so will diminish your score.

- 4.7** It is the intent of Nassau County to issue a Standard Contract for Professional Service. . Any contract renewal will be upon mutual agreement by all parties and based upon the availability of funds and the need for services. Any contract(s) negotiated with any firm(s) responding to this Request for Qualifications will be non- exclusive. Any additional service options would require submission of a proposal and related fees for approval by Nassau County prior to any Work Authorization being implemented. These additional services will be added to the Standard Contract by Contract Amendment/Change Order.
- 4.8** It is expressly understood that the Board’s preference/selection of any proposal does not constitute an award of a Contract with the County. It is further expressly understood that no Contractual relationship exists with the County until a Contract has been formally executed by both the County, and the selected Proposer. It is further understood, no Proposer may seek or claim any award and/or reimbursement from the County for any expenses, costs, and/or fees (including attorneys’ fees) borne by any Proposer, during the entire RFQ process. Such expenses, costs, and/or fees (including attorneys’ fees) are the sole responsibility of the Proposer.
- 4.9** **Public Entities Crimes.** A person or affiliate who has been placed on the convicted Vendors list following a conviction for 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 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 Florida Statutes, Section 287.017, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted Vendor list. By signature on this solicitation and confirmation on the attached form, proposer certifies that they are qualified to do business with Nassau County in accordance with Florida Statutes.
- 4.10** The consultant by submission of their proposal warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the consultant to solicit or secure this agreement and that he or she 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 other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the County shall have the right to terminate the 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 5. EVALUATION / SELECTION OF CONSULTING FIRM

- 5.1 Evaluation/Selection Committee.** An evaluation committee appointed and approved by the Nassau County Manager, will be responsible for evaluating and ranking each firm based upon the Statement of Qualifications and proposals submitted.
- 5.2** The Evaluation/Selection Committee shall evaluate the responses to the RFQ and rank the firms based on the evaluation criteria contained herein. The Committee shall select a short-list of up to five (5) top-ranked firms.
- 5.3 Evaluation Criteria.** A 100-point formula scoring system will be utilized based upon the following criteria:
1. Mandatory Elements – no points
 - a) Technical staff licensed to practice in the State of Florida as required.
 - b) The firm adhered to the instructions in this request for proposal on preparing and submitting the proposal.
 2. Firm Qualifications – 50 points
 - a) The firm’s past experience and performance on comparable government placemaking, urban design, transportation and land use projects (15 points.)
 - b) The quality and experience of the firm’s professional in-house personnel (urban design, planners, engineers, etc.) to be assigned to the engagement (15 points.)
 - c) Ability of firm to utilize variety of innovative technology, including but not limited to: geospatial analysis, 3D modeling, AutoCAD, Adobe, etc. (5 points.)
 - d) Ability of firm to complete work in-house with firm’s technical staff as opposed to subconsultants (5 points).
 - e) Experience programming and executing large-scale community outreach efforts (5 points).
 - f) Knowledge of and design plan compliance with state and local laws (5 points).
 3. Work Plan – 50 points
 - a) Adequacy of firm’s detailed work plan including staffing plan (20 points).
 - b) Demonstration of how deliverables will incorporate visual elements, design, renderings, etc. (10 points).
 - c) Comprehensive suggested community outreach strategy (10 points).
 - d) Understanding of required design plan elements as outlined in the request (5 points).
 - e) Ability to meet time requirements stated in proposal (5 points).
- 5.4** The County reserves the right to make selections based on the submittals only or to request oral presentations or questions/answer sessions with the top ranked firms before determining the final ranking.
- 5.5** If the County request oral presentations from the top ranked firms, a separate evaluation process will be conducted. Any scores from the initial evaluation process for short-ranking purposes will not be used or added to the oral presentation scoring. The evaluation criteria and scoring that will be used for the ranking of the oral presentations will be provided prior to the presentation date.

SECTION 6. CONTRACT PROCEDURES

- 6.1 Contract Negotiations.** The negotiating team shall begin negotiations with the top ranked firm, as approved by the Board of County Commissioners. Should the negotiating team be unsuccessful in negotiations with the top ranked firm, the committee would then move on to the second ranked firm. Should the negotiating team be unsuccessful in negotiations with the second ranked firm, then the negotiating team would then move on to the third ranked firm and so on. The Board of County Commissioners will have final approval of the firm and the terms

negotiated. It is anticipated that a firm will be selected no later than July 6, 2018 and a contract executed between both parties no later than September 14, 2018.

- 6.2 Presentation to the Board:** The Planning and Economic Opportunity Department shall submit an agenda item for presentation to the Nassau County Board of County Commissioners requesting consideration and approval to award based on the recommendation of the evaluation committee according to the overall ranking and authorization to negotiate a contract with the top-ranked firms.
- 6.3 Competitive Negotiations:** Approval of the recommendation to award by the Nassau County Board of County Commissioners will constitute authorization to negotiate with the top-ranked firm. The proposal package, signed by the successful proposer, along with documentation included in the proposal as required by this RFQ and other additional materials submitted by the proposer, and accepted by the County, shall be the basis for negotiation of a contract. Nassau County shall negotiate a contract with the top ranked firms for professional services at compensation which Nassau County determines is fair, competitive, and reasonable. The firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. During contract negotiations, the County will negotiate fee schedules with the goal of establishing standardized rates.
- 6.4 Unable to Negotiate:** Should Nassau County be unable to negotiate a satisfactory contract with the top ranked firm considered to be the most qualified at a price the County determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The County shall then undertake negotiations with the next top ranked firm. Failing accord with the next top ranked firm, the agency must terminate negotiations. The County shall then undertake negotiations with the next top ranked firm. Should the County be unable to negotiate a satisfactory contract with any of the selected firms, the County shall select additional firms in the order of their competence and qualification and continue negotiations in accordance with this paragraph until an agreement is reached, or the County reserves the right to terminate all negotiations and reissue a new Request for Qualifications.
- 6.5 Contract:** A contract shall be drafted and forwarded to the County Attorney's office for review and approval. After final review the contract will be forwarded to the firm for review and execution.
- 6.6 Full Contract Execution:** The Planning and Economic Opportunity Department shall prepare an agenda item presenting the contract between the successful firm and the Board of County Commissioners and request authorization for the Chairman to execute the agreement. The Board of County Commissioners retains full discretion to approve or to reject the contract.

ATTACHMENT "A"

Addendum Acknowledgment

Acknowledgment is hereby made of receipt of addenda issued during the solicitation period. BID NO. NC18-012	Addendum # _____ through # _____ Initial: Date:
Person Completing RFQ (Signature)	
Name (Printed):	Title:

>>>Failure to submit this form may disqualify your response<<<

ATTACHMENT "B"

NASSAU COUNTY

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

TO BE RETURNED WITH BID

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

1. This sworn statement is submitted with Bid, Proposal or Contract for _____.
2. This sworn statement is submitted by _____
(entity submitting sworn statement), whose business address is _____ and
its Federal Employee Identification Number (FEIN) is _____.
(if the entity has no FEIN, include the Social Security Number of the
individual signing this sworn statement: _____).
3. My name is _____ (please print name of individual
signing), and my relationship to the entity named above is
_____.
4. 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 with the United States, including, but not limited to, any bid or
contract for goods or services, any leases for real property, or any contract
for the construction or repair of a public building or public work, to be
provided to any public entity or an agency or political subdivision of any
other state or of the United States and involving antitrust, fraud, theft,
bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph
287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or 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.
6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida
Statutes, means:
 - a) A predecessor or successor of a person convicted of a public entity
crime; or
 - b) An entity under the control of any natural person who is active in
the management of the entity and who has been convicted of a public
entity crime. The term "affiliate" includes those officers,
directors, executives, partners, shareholders, employees, members,
and agents who are active in the management of an affiliate. The
ownership by one person of shares constituting a controlling interest
in another person, or a pooling of equipment or income among persons
when not to fair market value under an arm's length agreement, shall
be 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 thirty-six (36) months shall be considered an affiliate.
7. 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 binding
contract and which bids or applies to bid on contracts let by a public entity,
or which otherwise transacts or applies to transact business with a public

entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

_____ The entity submitting this sworn statement, or one of more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

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

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

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

(Signature)

Date

STATE OF FLORIDA
COUNTY OF _____

PERSONALLY APPREAED BEFORE ME, the undersigned authority, _____, who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, 2018.

(Notary Public)

My Commission Expires: _____

(seal)

EXHIBIT "1"

SAMPLE CONTRACT

The Sample Contract will be subject to review and modification by the County Attorney's Office

Contract No. _____
Bid/RFP No. NC18-012

**CONTRACT FOR PROFESSIONAL DESIGN SERVICES
SHERIFF'S OFFICE PUBLIC SAFETY TRAINING COMPLEX
FOR NASSAU COUNTY, FLORIDA**

THIS AGREEMENT made and entered into this _____ day of _____ 20__, by and between the **NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida, hereinafter referred to as "County", and _____, a Florida _____ Corporation, whose principle office address is located at _____, hereinafter referred to as "Consultant":

WHEREAS, the County desires to obtain professional desing services for the design of the SR200/A1A Corridor Design Plan; and

WHEREAS, said services are more fully described in the Scope of Services, Attachment "A", which is attached hereto and made a part hereof; and

WHEREAS, the Consultant desires to render certain professional design services as described in the Scope of Services, and has the qualifications, experience, staff and resources to perform those services; and

WHEREAS, the County, through a competitive selection process conducted in accordance with the requirements of law and County policy has determined that it would be in the best interest of the County to award a contract to Consultant for the rendering of those services described in the Scope of Services.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE 1 - EMPLOYMENT OF CONSULTANT

The County hereby agrees to engage Consultant, and Consultant hereby agrees to perform the services set forth in the Scope of Services.

ARTICLE 2 - SCOPE OF SERVICES

2.1 Consultant shall provide professional architectural services in accordance with the Scope of Services set forth in Attachment "A", attached hereto and incorporated by reference, and any additional services as may be specifically designated and additionally authorized by the parties.

2.2 The services for this agreement shall be performed in phases and assigned by a Work Authorization to this contract. Each Work Authorization shall set forth a specific scope of services, the amount of compensation and the required completion date. Work Authorizations shall be approved by the Board of County Commissioners or their authorized designee.

ARTICLE 3 - THE COUNTY'S RESPONSIBILITY

Except as provided in the Scope of Service, the County's responsibilities are to furnish required information, services, render approvals and decisions as necessary for the orderly progress of Consultant's services. The County hereby designates the Nassau County Sheriff's Office (NCSO) to act on the County's behalf with respect to the Scope of Services. The NCSO, under the supervision of the County Manager shall have complete authority to transmit instructions, receive information, interpret and define County's policies and decisions with respect to materials, elements and systems pertinent to Consultant's services.

ARTICLE 4 - TERM OF AGREEMENT

The term of this Agreement shall not exceed 18 months from the date first written. The performance period of this Agreement may be extended upon mutual agreement between both parties. Any extension of performance period under this shall be in the County's best interest and sole discretion. Any Agreement or amendment to the Agreement shall be subject to fund availability and mutual written agreement between the County and Consultant.

ARTICLE 5 - COMPENSATION

5.1 The County shall pay Consultant in accordance with the provisions contained in the "Fee Schedule", which is attached hereto as Attachment "B", and incorporated herein as if set forth in full.

5.2 Consultant shall prepare and submit to the Director of Engineering Services, for approval, a monthly invoice for the services rendered under this Agreement. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act. All invoices shall be accompanied by a report identifying the nature and progress of the work performed. The statement shall show a summary of fees with an accrual of the total fees billed and credits for portions paid previously. The County reserves the right to withhold payment to Consultant for failure to perform the work in accordance with the provisions of this Agreement, and the County shall promptly notify Consultant if any invoice or report is found to be unacceptable and will specify the reasons therefor.

5.3 All representation, indemnifications, warranties and guaranties made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment and termination or completion of this Agreement.

5.4 Final Invoice: In order for both parties herein to close their books and records, the Consultant will clearly state “Final Invoice” on the Consultant’s final/last billing to the County. This indicates that all services have been performed and all charges and costs have been invoiced to the County and that there is no further work to be performed on the specific project.

5.5 Labor Unit rates shall be established at the beginning of this Agreement and may be adjusted annually upon written agreement of the parties beginning after the anniversary date of the Agreement or extended period. The labor unit rates are set forth in Attachment “B”.

ARTICLE 6 - STANDARD OF CARE

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a professional under similar circumstances and Consultant shall, at no additional cost to the County, re-perform services which fail to satisfy the foregoing standard of care.

ARTICLE 7 - DOCUMENTS

The documents which comprise this Agreement between the County and the Consultant are attached hereto and made a part hereof and consist of the following:

- 7.1** This Agreement;
- 7.2** The Scope of Services attached hereto Attachment “A”;
- 7.3** Fee Schedule/Labor Unit Rates attached hereto as Attachment “B”;
- 7.4** Proposal submitted by Consultant in response to the Request for Qualifications for Professional Design Services, Bid No. NC18-012;
- 7.5** Any work authorizations, written amendments, modifications or addenda to this Agreement.

ARTICLE 8 - EQUAL OPPORTUNITY EMPLOYMENT

In connection with the work to be performed under this Agreement, Consultant agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

ARTICLE 9 - TRUTH-IN-NEGOTIATION/PUBLIC ENTITY CRIMES AFFIDAVIT

Consultant certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the county determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. Consultant represents that it has furnished a Public Entity Crimes Affidavit pursuant to Section 287.133, Florida Statutes.

ARTICLE 10 - INDEMNIFICATION

10.1 Consultant 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 the Consultant and other persons employed or utilized by the consultant, in the performance of the contract.

ARTICLE 11 - INDEPENDENT CONTRACTOR

Consultant undertakes performance of the services as an independent contractor under this Agreement, and shall be wholly responsible for the methods of performance. The County shall have no right to supervise the methods used, but the County shall have the right to observe such performance. Consultant shall work closely with the County in performing services under this Agreement.

ARTICLE 12 - CONTRACT PERFORMANCE

At any point in time during the term of the Contract with the awarded Consultant, County Staff may review records of performance to ensure that the Consultant is continuing to provide sufficient financial support, equipment and organization as prescribed herein. The County may place said contract on probationary status and implement termination procedures if the County determines that a Consultant no longer possesses the financial support, equipment and organization to comply with this demonstration of competency section.

ARTICLE 13 – EXTENT OF AGREEMENT

13.1 This Agreement represents the entire and integrated agreement between the County and Consultant and supersedes all prior negotiations, representations, or agreement, either written or oral.

13.2 This Agreement may only be amended, supplemented, modified, changed or canceled by a duly executed written instrument.

ARTICLE 14 - COMPLIANCE WITH LAWS

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

ARTICLE 15 - INSURANCE

15.1 The Consultant shall purchase and maintain such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance as is appropriate for the services being performed hereunder by Consultant, its employees or agents. The amounts and types of insurance shall conform to the requirements set forth in Exhibit “1”.

ARTICLE 16 – ACCESS TO PREMISES

The County shall be responsible for providing access to all project sites, and for providing project-specific information.

ARTICLE 17 - TERMINATION OF AGREEMENT

17.1 Termination for Convenience: This Agreement may be terminated by the County for convenience, upon thirty (30) days of written notice to Consultant. In such event, the Consultant shall be paid its compensation for services performed prior to the termination date. In the event that the Consultant abandons this Agreement or causes it to be terminated, Consultant is liable to the County for any and all loss pertaining to this termination.

17.2 Default by Consultant: In addition to all other remedies available to the County, the County may terminate this Agreement for cause should the Consultant neglect, fail to perform, or observe any of the terms, provisions, conditions, or requirements herein contained. Prior to termination the County shall provide written notice of the specific conditions warranting default, and the County shall allow thirty (30) days for Consultant to cure.

ARTICLE 18 - NONDISCLOSURE OF PROPRIETARY INFORMATION

Consultant shall consider all information provided by County and all reports, studies, calculations, and other documentation resulting from the Consultant's performance of the Services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of County or in response to legal process.

ARTICLE 19 - UNCONTROLLABLE FORCES

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

19.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 20 - GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Nassau County.

ARTICLE 21 - MISCELLANEOUS

21.1 Non-waiver: A waiver by either County or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by

either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

21.2 Severability: Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

21.3 PUBLIC RECORDS

The County is a public agency subject to Chapter 119, Florida Statutes. 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 (904) 530-6250, DMOODY@NASSAUCOUNTYFL.COM, 96161 NASSAU PLACE, YULEE, FLORIDA 32097. Under this agreement, to the extent that the contractor is providing services to the County, and pursuant to section 119.0701, Florida Statutes, the contractor 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 public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

ARTICLE 22 - SUCCESSORS AND ASSIGNS

The County and Consultant each binds itself and its director, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

ARTICLE 23 - 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 Agreement 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 Agreement.

ARTICLE 24 - OWNERSHIP OF DOCUMENTS

Consultant shall be required to work in harmony with other consultants relative to providing information requested in a timely manner and in the specified form. Any and

all documents, records, disks, original drawings, or other information shall become the property of the County upon completion for its use and distribution as may be deemed appropriate by the County.

ARTICLE 25 - FUNDING

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the County Commission of the County of Nassau in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 26 - NOTICE

26.1 Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

COUNTY

Nassau County Contract Management
96135 Nassau Place, Suite 6
Yulee, Florida 32097
904-530-6040
Fax: 904-321-2658
cyoung@nassaucountyfl.com

With a copy to the County Attorney at the same address.

CONSULTANT:

[point of contact]
[firm name]
[address]
[city, state, zip]
[phone number]
[fax number]
[email address]

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

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

ARTICLE 27-DISPUTE RESOLUTION

The County may utilize this section, at their discretion, as to disputes regarding contract interpretation. The County may send a written communication to the Vendor by email, overnight mail, UPS, FedEx, or certified mail. The written notification shall set forth the County's interpretation of the contract. A response shall be provided in the same manner prior to the initial meeting with the County Manager. This initial meeting shall take place no more than twenty (20) days from the written notification of the dispute addressed to the Vendor. The Vendor should have a representative, at the meeting that can render a decision on behalf of the Vendor.

If there is no satisfactory resolution as to the interpretation of the contract, the dispute may be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Vendor. Vendor shall not stop work during the pendency of mediation or dispute resolution.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

**Nassau County,
Board of County Commissioners**

Pat Edwards
Its: Chair

Date: _____

Approved as to form and legal
sufficiency:

ATTEST TO CHAIR
SIGNATURE

JOHN A. CRAWFORD
Its: Ex-Officio Clerk

MICHAEL MULLIN

[signatures continued on next page]

ATTEST:

[consultant]

(Corporate Secretary)

Signature of President/Owner

Type/Print Name of Corporate Secy.

Type/Print Name of President/Owner

(CORPORATE SEAL)

Date: _____

CORPORATE ACKNOWLEDGEMENT

STATE OF _____ :
:SS
COUNTY OF _____:

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____, of, _____
A _____ Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this ____ day of _____, 20__ .

Signature of Notary Public
State of Florida at Large

Print, Type or Stamp
Name of Notary Public

- Personally known to me or
- Produced Identification

Type of I.D. Produced

- DID take an oath, or
- DID NOT take an oath.

GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 300,000
Medical Expense Limit (any one person)	\$ 10,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

<u>Part One</u> – Workers' Compensation Insurance – Unlimited Statutory Benefits as provided in the Florida Statutes and	
<u>Part Two</u> – Employer's Liability Insurance	
Bodily Injury By Accident	\$500,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each Employee

*If leased employees are used, policy must include an Alternate Employer's Endorsement

AUTOMOBILE LIABILITY INSURANCE

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident	\$1,000,000
---------------------------------------	-------------

Covered Automobiles shall include any auto owned or operated by the insured Contractor/Vendor, insured Sub-Contractor/Vendor including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Contractor/Vendor or Sub-Contractor/Vendor.

UMBRELLA LIABILITY INSURANCE

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Umbrella/Excess Liability (Umbrella Form) insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Aggregate Limit	\$1,000,000

PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

This additional coverage will be required for all projects involving consultants, engineering services, architectural or design/build projects, independent testing firms and similar exposures.

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Professional Liability insurance coverage for the life of this Contract.

If the contract includes a requirement for Professional Liability or Errors and Omissions insurance, the minimum amount of such insurance shall be as follows:

Each Occurrence/Annual Aggregate – Project Specific Form	\$1,000,000
OR	
Each Occurrence/Annual Aggregate – Non Project Specific Form	\$3,000,000

Design Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement. If provided on a Claims Made Form, the coverages must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

ENVIRONMENTAL LIABILITY INSURANCE

This additional coverage will be required by any Contractor performing environmental and/or other investigations involving excavation, drilling, or other site disturbance activities.

The Contractor shall purchase and maintain at the Contractor's expense Environmental Liability insurance (Contractors Pollution Liability) coverage for the life of this Contract.

The Limits of insurance shall not be less than the following limits: \$1,000,000 Each Loss/Aggregate

Such Coverage will include bodily injury, sickness, and disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to destruction of tangible property including resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arises from the operations of the contractor including transportation.

Contractor/Vendor shall require each of his Sub-Contractor/Vendors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage, Automobile Liability insurance and Umbrella Liability insurance, Professional Liability, Environmental Liability, insurance coverage (as applicable) meeting the same limit and requirements as the Contractor/Vendors insurance.

Certificates of Insurance acceptable to Nassau County Board of County Commissioners for the Contractor/Vendor's insurance must be received within ten (10) days of Notification of Selection and at time of signing Agreement.

Certificates of Insurance and the insurance policies required for this Agreement shall contain an endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.

Certificates of Insurance and the insurance policies required for this Agreement will include a provision that policies, except Workers' Compensation and Professional Liability, are primary and noncontributory to any insurance maintained by the Contractor/Vendor.

Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability, Umbrella Liability and Environmental Liability policy (ies). A copy of the endorsement(s) must be supplied to Nassau County Board of County Commissioners ten (10) days following the execution of the agreement or prior to the first date of services, whichever comes first.

CGL policy Additional Insured Endorsement must include Ongoing and Completed Operations (Form CG2010 11 84 **OR** Form CG2010 04 13 and GC2037 04 13 edition or equivalent). Other Additional Insured forms might be acceptable but only if modified to delete the word "ongoing" and insert the sentence "Operations include ongoing and completed operations".

CGL policy shall not be endorsed with Exclusion - Damage to Work performed by SubContractor/Vendors on Your Behalf (CG2294 or CG2295)

CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement (CG2139) or Amendment of Insured Contract Definition (CG 2426)

CGL policy shall not be endorsed with Exclusion - Damage to Premises Rented to you (CG 2145)

CGL policy shall include broad form contractual liability coverage for the Contractor/Vendors covenants to and indemnification of the Authority under this Contract

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability, Environmental Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.

All Certificates of Insurance shall be dated and shall show the name of the insured Contractor/Vendor, the specific job by name and job number, the name of the insurer, the policy number assigned its effective date and its termination date and a list of any exclusionary endorsements.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide" (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Contractor/Vendor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Contractor/Vendor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Contractor/Vendor, in which event, Contractor/Vendor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge Contractor/Vendor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in Contractor/Vendors coverage based on the evidence of insurance provided by the Contractor/Vendor shall not be construed as a waiver by Nassau County Board of County Commissioners of Contractor/Vendor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Contractor/Vendors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Contractor/Vendor's right under any policy with higher limits, and no policy maintained by the Contractor/Vendor shall be construed as limiting the type, quality or quantity of insurance coverage that Contractor/Vendor should maintain. Contractor/Vendor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Contractor/Vendor or any Sub-Contractor/Vendor contains deductible(s), penalty(ies) or self-insured retention(s), the Contractor/Vendor or Sub-Contractor/Vendor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Contractor/Vendor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.