

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT is entered into by and between the **Board of County Commissioners of Nassau County**, a political subdivision of the State of Florida, hereinafter referred to as the “County”, and **COLLIERS INTERNATIONAL VALUATION & ADVISORY SERVICES, LLC**, a Division of Colliers International Holdings (USA), Inc, located at 76 South Laura Street, Suite 1500 Jacksonville, FL 32202, hereinafter referred to as the “Consultant”.

WHEREAS, the County desires to obtain professional services for Land Appraisal Services on an “as needed” continuing basis, and said services are more fully described in the *Scope of Services*, attached hereto and incorporated herein as Exhibit “A”; and

WHEREAS, the Consultant desires to render certain professional services as described in Exhibit “A”, and has the qualifications, experience, staff and resources to perform those professional services; and

WHEREAS, the County, through a competitive selection process conducted in accordance with the requirements of law and County policy, and based upon the Consultant’s assurance that it has the qualifications, experience, staff and resources, the County has determined that it would be in the best interest of Nassau County to award a contract to the Consultant for the rendering of those services described in Exhibit “A”.

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

SECTION 1. Recitals.

1.1 The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

SECTION 2. Exhibits.2.1 The Exhibits listed below are the exhibits incorporated into

and made part of this Contract:

- Exhibit A** SCOPE OF SERVICES;
- Exhibit B** NEGOTIATED FEE SCHEDULE;
- Exhibit C** COUNTY'S REQUEST FOR QUALIFICATIONS NC22-045-RFQ ("RFQ"), AS MODIFIED BY ADDENDA;
- Exhibit D** VENDOR'S RESPONSE DATED DECEMBER 6, 2022, BUT ONLY TO THE EXTENT RESPONSIVE TO THE RFQ;
- Exhibit E** INSURANCE REQUIREMENTS; AND
- Exhibit F** FEDERAL PROVISIONS.

SECTION 3. Employment of the Consultant.

3.1 The County hereby agrees to engage the Consultant, and the Consultant hereby agrees to perform the professional services set forth in Exhibit "A", "C" and "D".

SECTION 4. Scope of Services.

4.1 The Consultant shall provide professional services in accordance with Exhibits "A", "C" and "D". The services shall be performed on an "as needed" basis per project and by written Notice to Proceed.

4.2 Services requested by the County or the County's representative that are not set forth in Exhibits "A", "C" and "D" shall be considered additional services. Any request for additional services and additional fees shall be mutually agreed upon by the parties in writing. The contract alone does not authorize the performance of any work or required the County to place any order for work. The Consultant shall commence the work in accordance with the issuance of a written Notice to Proceed issued by the County.

SECTION 5. The County's Responsibility.

5.1 The County shall provide the Consultant with all required data, information, and services regarding the requirements and objectives for the services under this Contract. The Consultant shall rely upon the accuracy and completeness of any information, reports, data supplied by the County or the County's representative.

5.2 The County hereby designates the Nassau County, County Engineer, or designee, to act on the County's behalf under this Contract. The Nassau County, County Engineer, or designee, under the supervision of the County Manager, shall have complete authority to transmit instructions, receive information, interpret and define the County's policies and decisions with respect to materials, elements and systems pertinent to the provision of the Consultant's services.

SECTION 6. Term of Contract and Option to Extend or Renew.

6.1 The term of this Contract shall begin upon the execution of this Contract by all parties and shall terminate two (2) years from the date of execution. The term of this Contract may be extended in one (1) year increments, for up to three (3) additional years, with no changes in terms or conditions, upon mutual written agreement between the Consultant and the County. The County Manager is hereby authorized to execute any contract renewal, amendment, and/or modification upon approval by the County Attorney's Office. Any extension or amendment to this Contract shall be subject to availability of funds of the County as set forth in Section 11 hereinbelow.

6.2. In the event that this Contract is continued beyond the term provided above by mutual consent of the parties and not reduced to writing, this Contract shall be carried out on a month-to-month basis and shall not constitute an implied renewal of the Contract. Said month-

to-month extension shall be upon the same terms of the Contract and at the compensation and payment provided herein.

SECTION 7. Compensation.

7.1 The Consultant shall be compensated in an amount not to exceed Two Million Dollars and 00/100 (\$2,000,000.00), in accordance with Exhibit "B". No payment shall be made without a proper County Notice to Proceed.

7.2 The Consultant shall prepare and submit to the Nassau County, County Engineer, for approval, an invoice for the services rendered to invoices@nassaucountyfl.com, with a copy provided to the Capital Projects Management Administrative Coordinator and the Capital Projects Management Director. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act found at Section 218.70, Florida Statutes. All invoices shall be accompanied by a report or statement identifying the nature of the work performed, the hours required and compensation for the work performed. The report or statement shall show a summary of fees. The County reserves the right to withhold payment to the Consultant for failure to perform the work in accordance with the provisions of this Contract, and the County shall promptly notify the Consultant in writing if any invoice or report is found to be unacceptable and will specify the reasons therefor. The Consultant shall have thirty (30) days to cure any failure upon written notice. Consultant shall honor all purchase orders or work authorizations issued prior to the expiration of the term of this Contract.

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

7.4 Final Invoice: Consultant shall submit to County Consultant's final/last billing to County clearly marked as "Final Invoice." Submittal of the Final Invoice by Consultant to County shall indicate that all services have been performed by Consultant and that all charges and costs have been invoiced by the Consultant to County and that there is no further work to be performed and no further invoices to be submitted under this Contract.

SECTION 8. Standard of Care.

8.1 The 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, at the same time, and in the same locality. In the County's sole discretion, upon request by the County, the Consultant shall, at no additional cost to the County, re-perform services which in the sole discretion of the County do not meet the foregoing standard of care.

SECTION 9. Equal Opportunity Employment.

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

SECTION 10. Access to Premises.

10.1 The County shall be responsible for providing access to all project sites (if required), and for providing project site specific information.

SECTION 11. Funding.

11.1 The County's performance and obligation under this Contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years and is subject to termination based on lack of funding.

SECTION 12. Expenses.

12.1 The Consultant shall be responsible for all expenses incurred while performing the services under this Contract including, but not limited to, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to the Consultant's agents, if any, hired by the Consultant to complete the work under this Contract.

SECTION 13. Taxes, Liens, Licenses and Permits.

13.1 The Consultant recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract. As such, the Consultant shall refrain from including taxes in any billing. The Consultant is placed on notice that this exemption generally does not apply to nongovernmental entities, contractors, or subcontractors. Any questions regarding this tax exemption shall be addressed to the County Manager.

13.2 The Consultant shall secure and maintain all licenses and permits required to perform the services under this Contract and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, required under this Contract, and to meet all federal, state, county and municipal laws, ordinances, policies and rules.

13.3 The Consultant acknowledges that property being improved that is titled to the County, shall not be subject to a lien of any kind for any reason. The Consultant shall include notice of such exemptions in any subcontracts and purchase orders issued under this Contract.

SECTION 14. Governing Law, Venue and Compliance with Laws.

14.1 This Contract shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed

according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

14.2 The Consultant shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, codes, orders, criteria and standards.

SECTION 15. Modifications.

15.1 The terms of this Contract may be modified only upon the written and mutual consent of both parties, and approval by appropriate legal authority in the County.

SECTION 16. Assignment and Subcontracting.

16.1 The Consultant shall not assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the County.

16.2 In order to assign this Contract, or to subcontract any of the work requirements to be performed, the Consultant shall ensure and provide assurances to the County, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. The Consultant shall provide the County with the names of any subcontractor considered for work under this Contract; the County reserves the right to reject any subcontractor whose qualifications or performance, in the County's sole discretion, are insufficient. The Consultant shall be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements shall be evidenced by a written document available to the County upon request. The Consultant further agrees that the County shall not be liable to any subcontractor for any expenses or liabilities

incurred under the subcontract. The Consultant, at its expense, shall defend the County against such claims.

16.3 The Consultant shall make payments to any of its subcontractors within seven (7) working days after receipt of full or partial payments from the County in accordance with Section 287.0585, Florida Statutes, unless otherwise stated in the contracts between the Consultant and subcontractors. The Consultant's failure to pay its subcontractor(s) within seven (7) working days shall result in a penalty charged against the Consultant and paid to the subcontractors in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to the actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

SECTION 17. Severability.

17.1 If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 18. Termination for Default.

18.1 If the Consultant fails to perform any of its obligations under this Contract, and if such default remains uncured for a period of more than fifteen (15) days after notice thereof was given in writing by the County to the Consultant, then the County may, without prejudice to any right or remedy the County may have, terminate this Contract.

18.2 Upon termination of this Contract, the Consultant shall immediately (1) stop work on the date specified; (2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; (3) transfer all work in process, completed work, and other

materials related to the terminated work to the County; (4) render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

SECTION 19. Termination for Convenience.

19.1 The County reserves the right to terminate this Contract in whole or part by giving the Consultant written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of written notice of termination from the County, the Consultant shall only provide those services and/or materials specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the Consultant for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Consultant. The Consultant shall promptly contact the County to make arrangements to render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

SECTION 20. Nondisclosure of Proprietary Information.

20.1 The Consultant shall consider all information provided by the 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. The Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the County or in response to legal process.

SECTION 21. Contingent Fees.

21.1 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.

SECTION 22. Ownership of Documents.

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

SECTION 23. Force Majeure.

23.1 Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restrictions, strikes and freight embargoes. In all cases, the failure to perform shall be totally beyond the control and without any fault or negligence of the party.

23.2 In the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party's performance obligation under this Contract. If the delay is excusable under this section, the delay shall not result in any additional charge or cost under the Contract to either party. In the case of any delay that the Consultant believes is excusable under this section, the Consultant shall notify the County in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the

Consultant could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date the Consultant first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE THE CONSULTANT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this section is a condition precedent to such remedy. The County, in its sole discretion, shall determine if the delay is excusable under this section and shall notify the Consultant of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the County. The Consultant shall not be entitled to an increase in the Contract price or payment of any kind from the County for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this section, after the causes have ceased to exist, the Consultant shall perform at no increased cost, unless the County determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the County, in which case, the County may do any or all of the following: (1) accept allocated performance or deliveries from the Consultant, provided that the Consultant grants preferential treatment to the County with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Consultant for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

SECTION 24. Access And Audits of Records.

24.1 The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the services and materials for at least three (3) years after completion of work contemplated under this Contract. The County and the County Clerk of Court shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours upon five (5) days' written notice to the Consultant.

SECTION 25. Independent Consultant Status.

25.1 The Consultant shall perform the services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the Consultant or any of its agents or employees to be an agent, employee or representative of the County.

25.2 The Consultant and the County agree that during the term of this Contract: (a) the Consultant has the right to perform services for others; (b) the Consultant has the right to perform the services required by this Contract; and (c) the Consultant has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Contract.

SECTION 26. Indemnification.

26.1 The Consultant shall indemnify and hold harmless the County and its agents and employees from all claims, liabilities, damages, losses, expenses and costs, including attorney's fees, arising out of or associated with or caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant or any persons employed or utilized by the Consultant, in the performance of this Contract. The Consultant shall, at its own expense, defend any and all such

actions, suits, or proceedings which may be brought against the County in connection with the Consultant's performance under this Contract.

SECTION 27. Insurance.

27.1 The Consultant shall provide and maintain at all times during the term of this Contract, without cost or expense to the County, such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance policies as detailed in Exhibit "E". The policy limits required are to be considered minimum amounts.

27.2 The Consultant shall provide to the County a Certificate of Insurance for all policies of insurance and renewals thereof in a form acceptable to the County. Said certificates shall provide that the Nassau County Board of County Commissioners is an additional insured, and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action with the exception of ten (10) days for non-payment. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

SECTION 28. Dispute Resolution Process.

28.1 In the event of a dispute regarding the interpretation of the terms of this Contract, the County, in its sole discretion, may elect to use the dispute resolution process as set forth in this section.

28.2 In the event the County elects to use the dispute resolution process under this

section, the County shall send a written communication to the Consultant pursuant to Section 35 hereinbelow. The written notification shall set forth the County's interpretation of the terms of this Contract.

28.3 The County shall then set a date and time for the parties to meet with the County Manager or designee. This meeting shall be set no more than twenty (20) days from the date that the written communication was sent to the Consultant. The Consultant may submit a written response to the County's written communication no less than five (5) days prior to the meeting with the County Manager or designee.

28.4 If no satisfactory resolution as to the interpretation of the Contract terms reached at the meeting with the County Manager or designee, then the parties may elect to submit the dispute 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 Consultant. The Consultant shall not stop work during the pendency of the dispute resolution or mediation process as set forth in this section.

SECTION 29. E-Verify.

29.1 Pursuant to the requirements of Section 448.095, Florida Statutes, the Consultant, and any subcontractor thereof, shall register and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the work authorization status of all new employees of the contractor or subcontractor.

29.2 If the Consultant enters into a contract with a subcontractor, the subcontractor must provide the Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Consultant shall maintain a copy of such affidavit for the duration of this Contract.

29.3 If the County has a good faith belief that a subcontractor knowingly violated this Section, but the Consultant otherwise complied with this Section, then the County shall promptly notify the Consultant and order the Consultant to immediately terminate this Contract with the subcontractor.

29.4 A contract terminated under this Section is not a breach of contract and may not be considered as such. If the County terminates this Contract with the Consultant under this Section, the Consultant may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated. A Consultant is liable for any additional costs incurred by the County as a result of the termination of this Contract.

29.5 The County, Consultant, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under Section 29.4 no later than 20 calendar days after the date on which this Contract was terminated.

SECTION 30. Public Records.

30.1 The County is a public agency subject to Chapter 119, Florida Statutes. **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 CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this Contract, to the extent that the Consultant is providing services to the County, and pursuant to Section 119.0701, Florida Statutes, the Consultant shall:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County 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 Consultant does not transfer the records to the County.
- d. Upon completion of the Contract, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County 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 County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

30.2 A request to inspect or copy public records relating to the County's contract for materials shall be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Consultant of the request, and the Consultant

shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

30.3 If the Consultant does not comply with the County's request for records, the County shall enforce the Contract provisions in accordance with the Contract.

30.4 If the Consultant fails to provide the public records to the County within a reasonable time, the Consultant may be subject to penalties under Section 119.10, Florida Statutes.

30.5 If a civil action is filed against the Consultant to compel production of public records relating to the Contract, the Court shall assess and award against the Consultant the reasonable costs of enforcement, including reasonable attorney fees if:

- a. The Court determines that the Consultant unlawfully refused to comply with the public records request within a reasonable time; and
- b. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Consultant has not complied with the request, to the County and to the Consultant.

30.6 A notice complies with Section 30.5 b. hereinabove, if it is sent to the County's custodian of public records and to the Consultant at the Consultant's address listed on its Contract with the County or to the Consultant's registered agent. Such notices shall be sent pursuant to Section 35 hereinbelow.

30.7 If the Consultant complies with a public records request within eight (8) business days after the notice is sent, the Consultant is not liable for the reasonable costs of enforcement.

SECTION 31. Disclosure Of Litigation, Investigations, Arbitration or Administrative Decisions.

31.1 During the term of this Contract, or any extension thereto, the Consultant shall have the continued duty to disclose to the County Attorney, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving the Consultant. If the existence of the proceeding causes the County concerns that the Consultant's ability or willingness to perform this contract is jeopardized, the Consultant may be required to provide the County with reasonable written assurance to demonstrate the Consultant can perform the terms and conditions of the Contract.

SECTION 32. Public Entity Crimes.

32.1 In accordance with Section 287.133, Florida Statutes, the Consultant certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date of this Contract.

SECTION 33. Anti-Discrimination.

33.1 The Consultant agrees that it will not discriminate in employment, employee development, or employee advancement because of religious or political opinions or affiliations, race, color, national origin, sex, age, physical handicap, or other factors, except where such factor is a bonified occupational qualification or is required by State and/or Federal Law.

SECTION 34. Advertising.

34.1 The Consultant shall not publicly disseminate any information concerning this Contract without prior written approval from the County, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying the County as a reference, or otherwise linking the Consultant's name and either description of this Contract

or the name of the County in any material published, either in print or electronically, to any entity that is not a party this Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

SECTION 35. Notices.

35.1 All notices, demands, requests for approvals or other communications given by the parties to another in connection with this Contract shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to the office of each party indicated below:

County: Nassau County

Attn: Nassau County, County Engineer

96135 Nassau Place

Yulee, Florida 32097

Consultant: Colliers International Valuation & Advisory Services, LLC, a Division of Colliers International Holdings (USA), Inc

Attn: Valuation Services Director

76 South Laura Street, Suite 1500

Jacksonville, FL 32202

SECTION 36. Attorney's Fees.

36.1 Notwithstanding the provisions of Section 30 hereinabove, in the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

SECTION 37. Authority to Bind.

37.1 The Consultant represents and warrants that the Consultant's undersigned representative if executing this Contract of behalf of a partnership, corporation or agency has the authority to bind the Company to the terms of this Contract.

SECTION 38. Conflicting Terms, Representations and No Waiver of Covenants or Conditions.

38.1 In the event of any conflict between the terms of this Contract and the terms of any exhibits, the terms of this Contract shall prevail.

38.2 All representations, indemnifications, warranties and guaranties made by the Consultant in this Contract, as well as all continuing obligations indicated in this Contract, shall survive final payment and termination or completion of this Contract.

38.3 The failure of either party to insist on strict performance of any covenant or condition herein, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance.

38.4 The Consultant warrants that any goods provided by the Consultant under this Contract shall be merchantable. All goods provided shall be of good quality within the description given by the County, shall be fit for their ordinary purpose, shall be adequately contained and packaged with the description given by the County, shall conform to the agreed upon specifications, and shall conform to the affirmations of facts made by the Consultant or on the container or label.

SECTION 39. Construction of Contract.

39.1 The parties hereby acknowledge that they have fully reviewed this Contract and any exhibits and have had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.

SECTION 40. Headings.

40.1 The section headings and captions of this Contract are for convenience and reference of the parties and in no way define, limit or describe the scope or intent of this Contract or any part thereof.

SECTION 41. Entire Agreement and Execution.

41.1 This Contract, together with any exhibits, constitutes the entire Contract between the County and the Consultant and supersedes all prior written or oral understandings.

41.2 This Contract may be executed in any number of counterparts; each executed counterpart hereof shall be deemed an original; and all such counterparts, when taken together, shall be deemed to constitute one and the same instrument.

SECTION 42. Change of Laws.

42.1 If there is a change in any state or federal law, regulation or rule or interpretation thereof, which affects this Contract or the activities of either party under this Contract, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights or obligations under this Contract, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Contract. If the parties are unable to reach an agreement concerning the modification of this Contract within fifteen (15) days after the date of the notice seeking renegotiation, then either party may terminate this Contract by written notice to the other party. In such event, Consultant shall be paid its compensation for services performed prior to the termination date.

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, the parties have executed this Contract which shall be deemed an original on the day and year last written below.

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**

By: _____
Its: _____
Date: _____

Attest as to authenticity of the
Chair's signature:

JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney

DENISE C. MAY

**COLLIERS INTERNATIONAL VALUATION &
ADVISORY SERVICES, LLC, A DIVISION OF
COLLIERS INTERNATIONAL HOLDINGS
(USA), INC.**

John "Sean" Mullen

By: Sean Mullen

Its: Valuation Services Director

Date: 10/16/2023

Initials _____

Initials *M*

Exhibit “A”

SCOPE OF SERVICES

2.1 **SERVICES TO BE PROVIDED**

Appraisers must be able to arrive at market value on the following:

1. Large tracts of land (metes and bounds)
2. Lots located within subdivisions
3. Partial acquisitions for rights-of-way for roads, drainage, etc.
4. Easements (temporary, permanent, drainage, utility, conservation, and construction)
5. Waterfront
6. Wetland/Marshland
7. Environmentally Sensitive Land - such lands contain native, relatively unaltered flora or fauna representing a natural area unique to, or scarce within, a region of Florida of larger geographic area. Such lands contain habitat critical to or providing significant protection for an endangered or threatened species of plant or animal. Such lands contain an unusual, outstanding, or unique geologic feature. The term shall also include undeveloped tracts of xeric scrub and coastal/tropical hammocks five acres or larger and an undeveloped area of land which has essentially retained its primeval character and influence without alteration. This includes areas that are regionally endangered and provide critical habitat for protected species.
3. Environmentally Significant Lands shall include lands with natural features that warrant conservation and protection in the public interest. The term includes native plant communities, which are not necessarily endangered but are pristine and representative of the community type; altered ecosystems with reasonable potential for restoration to correct environmental damage that has occurred; and land with significant archaeological resources.
4. Commercial improved/unimproved
5. Residential improved/unimproved
6. Agriculture
7. Cost Analysis Report

All appraisals will be ordered on an as-needed basis for properties throughout Nassau County, on a work authorization - specific scope basis, and delivered in a full narrative form, unless otherwise directed. Written quotes shall include cost and completion time. Appraiser will complete appraisal reports based on written quote and approved work authorization. Final payment will be based on receipt and approval of the final review reports.

All Appraisers must follow the rules and regulations pursuant to Florida Statute 475, Part II and the Florida Real Estate Appraisal Board, Chapter 21VV, Florida Administrative Code. All appraisals must comply with the Uniform Standards of Professional Appraisal Practice and with the FDOT Right of Way Procedure Manual.

2.1.3 APPRAISAL REPORTS

Each appraisal report to be furnished under this agreement shall contain all information germane to the required valuation findings and the Appraiser's conclusions and opinions, together with the data and analyses by which they were derived.

The text of each appraisal report must provide a full explanation of the Appraiser's reasoning and analyses of the evidence of value, so that a reviewer will be able to follow the Appraiser's analyses and understand how the valuation conclusions were reached.

Appraisal reports shall be prepared according to USPAP – to include a complete narrative appraisal in compliance with all local, state, and federal regulations, and contain, but not limited to the following:

5. Purpose of Appraisal:
6. Description of Property:
7. Highest and Best Use:
8. Photographs of Subject Property:
9. Comparable Sales:
10. Correlation and Conclusion of Value:

2.2 TERM OF AGREEMENT/CONTRACT

The Term of this Agreement/Contract is expected to be for an initial period of two (2) years from the date of execution by both the County and the successful vendor.

Option to Renew for Three Additional One (1) Year Terms.

Prior to, or upon completion, of that initial term, the County shall have the option to renew this contract for an additional three (3) year period, on a year-to-year basis. The vendor shall maintain, for the entirety of the stated additional period (s), the same prices, terms, and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is in the sole discretion of the County. The County will give the Contractor written notice of its intent whether to exercise each option no later than thirty (30) days before the end of the Contract's then-current term.

Prior to completion of each exercised contract term, the Firm or County may request an adjustment to hourly rates based on changes in the Consumer Price Index (CPI). Approval of any requests must be in writing, in the same formality as the original agreement.

It is the Consultant's responsibility to request any rate adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the Consultant's request for adjustment should be submitted 90 calendar days prior to expiration of the then current contract term. The Consultant's adjustment request should not be in excess of the relevant pricing index change, unless approved by County. If no adjustment request is received from the Consultant, the County will assume that the Consultant has agreed that the optional term may be exercised without rate adjustment.

Any adjustment request received after the commencement of a new option period may not be considered.

Exhibit "B"

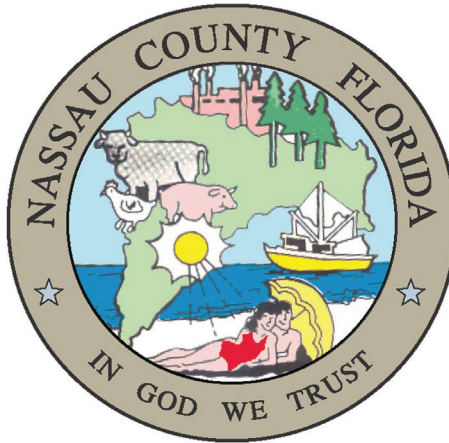
Fee Schedule

TAB 5 – Rate Schedule

Appraisal Services	\$175 / hour
Consulting Services	\$150 / hour
Expert Witness Services	\$150 / hour
Associate Services	\$100 / hour
Clerical Services	\$75 / hour

EXHIBIT C - County's RFQ

**NASSAU COUNTY
FLORIDA**



NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

REQUEST FOR QUALIFICATIONS (RFQ)

LAND APPRAISAL SERVICES

RFQ NO. NC22-045-RFQ

PROPOSALS ARE DUE NOT LATER THAN

December 7, 2022 @ 10:00 A.M.

TABLE OF CONTENTS

SECTION 1	PROJECT INFORMATION
SECTION 2	SCOPE OF SERVICES
SECTION 3	FIRMS QUALIFICATIONS AND EXPERIENCE
SECTION 4	INSTRUCTIONS AND INFORMATION TO RESPONDENTS
SECTION 5	EVALUATION/SELECTION
SECTION 6	CONTRACT PROCEDURES
SECTION 7	STANDARD CONTRACT TERMS FOR PROFESSIONAL SERVICES

ATTACHMENTS

ATTACHMENT "A"	ADDENDA ACKNOWLEDGMENT
ATTACHMENT "B"	PUBLIC ENTITY CRIMES SWORN STATEMENT
ATTACHMENT "C"	EXPERIENCE OF RESPONDER
ATTACHMENT "D"	DRUG FREE WORKPLACE CERTIFICATE
ATTACHMENT "E"	APPLICABLE FEDERAL PROVISIONS
ATTACHMENT "F"	E-VERIFY AFFIDAVIT
ATTACHMENT "G"	INSURANCE REQUIREMENTS

SECTION 1: PROJECT INFORMATION

1.1 PURPOSE:

The Nassau County Board of County Commissioners (BOCC) is seeking proposals from qualified Appraisers to provide Land Appraisal Services, on an as needed basis.

BACKGROUND:

Nassau County has 90,000+ residents and local population growth is predicted to outpace that of rest of the Jacksonville Metropolitan Statistical Area over the next 15 years. There are three incorporated municipalities in the county, two of which are small rural communities: the Town of Callahan, in the inland southwest, has fewer than 2,000 residents, while the Town of Hilliard's population, in the inland northwest, is estimated to be near 3,500. More than 12,000 residents are located within the City of Fernandina Beach's limits on the north end of Amelia Island. The island has a large seasonal-resident population and attracts more than 500,000 tourists a year with its beach resorts, municipal airport, recreational facilities, historic national sites, and aquatic preserve.

Nassau County spans a total 726 square miles, only 652 of which are land. Nassau's border with Georgia in the north and northwest is formed by the St. Mary's River. The Nassau River and Thomas Creek separate Nassau and Duval counties to the south.

SECTION 2: SCOPE OF SERVICES

2.1 SERVICES TO BE PROVIDED

Appraisers must be able to arrive at market value on the following:

1. Large tracts of land (metes and bounds)
2. Lots located within subdivisions
3. Partial acquisitions for rights-of-way for roads, drainage, etc.
4. Easements (temporary, permanent, drainage, utility, conservation, and construction)
5. Waterfront
6. Wetland/Marshland
7. Environmentally Sensitive Land - such lands contain native, relatively unaltered flora or fauna representing a natural area unique to, or scarce within, a region of Florida of larger geographic area. Such lands contain habitat critical to or providing significant protection for an endangered or threatened species of plant or animal. Such lands contain an unusual, outstanding, or unique geologic feature. The term shall also include undeveloped tracts of xeric scrub and coastal/tropical hammocks five acres or larger and an undeveloped area of land which has essentially retained its primeval character and influence without alteration. This includes areas that are regionally endangered and provide critical habitat for protected species.

8. Environmentally Significant Lands shall include lands with natural features that warrant conservation and protection in the public interest. The term includes native plant communities, which are not necessarily endangered but are pristine and representative of the community type; altered ecosystems with reasonable potential for restoration to correct environmental damage that has occurred; and land with significant archaeological resources.
9. Commercial improved/unimproved
10. Residential improved/unimproved
11. Agriculture
12. Cost Analysis Report

All appraisals will be ordered on an as-needed basis for properties throughout Nassau County, on a work authorization - specific scope basis, and delivered in a full narrative form, unless otherwise directed. Written quotes shall include cost and completion time. Appraiser will complete appraisal reports based on written quote and approved work authorization. Final payment will be based on receipt and approval of the final review reports.

2.1.2 APPRAISAL STANDARDS

All Appraisers must follow the rules and regulations pursuant to Florida Statute 475, Part II and the Florida Real Estate Appraisal Board, Chapter 21VV, Florida Administrative Code. All appraisals must comply with the Uniform Standards of Professional Appraisal Practice and with the FDOT Right of Way Procedure Manual.

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Each appraisal report to be furnished under this agreement shall contain all information germane to the required valuation findings and the Appraiser's conclusions and opinions, together with the data and analyses by which they were derived.

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Prior to completion of each exercised contract term, the Firm or County may request an adjustment to hourly rates based on changes in the Consumer Price Index (CPI). Approval of any requests must be in writing, in the same formality as the original agreement. It is the Consultant's responsibility to request any rate adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the Consultant's request for adjustment should be submitted 90 calendar days prior to expiration of the then current contract term. The Consultant's adjustment request should not be in excess of the relevant pricing index change, unless approved by County. If no adjustment request is received from the Consultant, the County will assume that the Consultant has agreed that the optional term may be exercised without rate adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

SECTION 3: QUALIFICATIONS AND EXPERIENCE

The appraisal firm should have sufficient experience to work in a collaborative framework with other team members, the public, elected officials, and staff. The appraisal firm must currently hold and provide proof of licensure as a Florida Certified Appraiser along with any and all other licensure as required by Federal, State, and/or County Law, rule, regulation, or ordinance. The appraisal firm should have experience working with municipalities of similar size to Nassau County.

SECTION 4: INSTRUCTIONS AND INFORMATION TO RESPONDENTS**4.1 SCHEDULE OF SELECTION PROCESS/KEY DATES:**

The County's intended schedule for the project (tentative + subject to change): All times shown are Eastern Standard Time (EST).

Land Appraisal Services	Date	Time
- RFQ Available on Planet Bids	November 4, 2022	
Deadline for Questions	November 23, 2022	by 4:00 p.m.
County Responses to Questions Posted to Planet Bids	November 28, 2022	
RFQ Responses Due Date/Time and RFQ Opening Date/Time	December 7, 2022	by 10:00 a.m.

Evaluation Committee Meeting (Evaluate/Rank Firms)	TBD	TBD
Interviews of Shortlisted Firms (if any)	TBD	TBD
BOCC Award/Approval	TBD	TBD

4.2 **SUBMISSION OF REQUEST FOR QUALIFICATIONS (RFQ):**

Qualifications must be submitted to the County's eProcurement system, [PlanetBids Vendor Portal](#). The County will not accept submissions by facsimile, paper (hand-carry), email, or any other method. **Submissions must be received no later than the date and time specified in Section 4.1.** Any proposals received after this date and time will be rejected and considered non-responsive. Proposals will be publicly read and recorded at the office of the Ex-Officio Clerk, Nassau County on the date and time specified in Section 4.1.

4.3 **PRE-SUBMITTAL MEETING AND QUESTIONS:**

A Pre-submittal meeting is not applicable. **Respondents 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 RESPONDENTS MUST BE ADDRESSED IN WRITING AND SUBMITTED TO THE NASSAU COUNTY'S ePROCUREMENT SYSTEM, [PLANETBIDS VENDOR PORTAL](#)**

4.4 **ADDITIONAL INFORMATION/ADDENDA:**

Any ambiguity, conflict, discrepancy, omissions or other error discovered in this solicitation must be reported immediately and a request made for modifications or clarification. Request for additional information or clarifications must be made in writing and submitted to NASSAU COUNTY'S ePROCUREMENT SYSTEM, [PLANETBIDS VENDOR PORTAL](#) by the question deadline identified in Section 4.1.

The County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the RFQ opening date. Respondents 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 Respondent's responsibility to be sure all addenda were received. The Respondent should verify with the designated contact person prior to submitting a proposal that all addenda have been received. Respondents are required to acknowledge the number of addenda received as part of their submission of the proposal. Respondents 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 Respondent in the preparation of their proposal in response to this RFQ nor for the presentation of their proposals or participation in any discussions or negotiations.

4.6 **RESPONSE FORMAT:**

To facilitate and expedite review, the County asks that all Respondents 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 criteria are also described herein. Please abide by all requirements set forth to avoid any risk of disqualification.

The maximum length of the response is 50 pages, not including front cover, table of contents, dividers, the contents of "Tab 6" or back cover.

TAB 1 – COVER LETTER

Provide a signed cover letter no longer than two (2) pages in length. Provide a positive commitment to perform the required work. The cover letter should provide the primary contact person for this engagement including his/her title, phone number, and email address. Signature should be from an authorized person that can legally bind the company in this engagement.

TAB 2 – TABLE OF CONTENTS

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

TAB 3 – EXPERIENCE AND QUALIFICATIONS

Describe previous related work experience and qualifications in the subject area. Respondent should have a minimum of three (3) years' experience working with a governmental entity with similar responsibilities. Describe education and certifications held. Demonstrate a clear understanding of the Scope of Services and other technical and legal issues.

Provide an overall approach and methodology to meeting the goals and responsibilities of the Scope of Services.

TAB 4 – REFERENCES

Provide a minimum of three (3) examples of similar projects with applicable reference information. References should include the following information:

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

The list of references for which similar work has been performed and the list shall include all similar contracts performed by the Respondent in the past five years. The evaluators may randomly select at least three of these references, but the evaluators reserve the right to contact all the references listed if information from the three references contacted warrant further inquiry. The failure to list all similar contracts in the specified period may result in the rejection of the Respondent's proposal. The evaluators may check all public sources to determine whether Respondent has listed all contracts for similar work within the designated period. If the evaluators determine that references for other public contracts for similar contracts were not listed, the evaluators may contact the public entities to make inquiry into Respondent's performance of those contracts and the information obtained may be considered in evaluating Respondent's proposal.

TAB 5 – RATE SCHEDULE

Proposed rate schedule for all personnel. Compensation will be negotiated with the successful Respondent. Rates shall be fully burdened to include all costs, all applicable overhead and profit (including lodging, meals, and transportation). Attach any additional pricing details.

TAB 6 – ATTACHMENTS/ADMINISTRATIVE INFORMATION

Include the following required attachments:

- Proper and Valid Licensing to conduct business in the State of Florida.
- Current Applicable Certifications.
- Addendum Acknowledgement (Attachment “A”)
- Public Entities Crimes Statement (Attachment “B”).
- Experience of Responder (Attachment C)
- Drug Free Workplace Certificate (Attachments “D”)
- Applicable Federal Requirements (Attachment “E”)
- Certificate of Insurance (proof of current coverage, naming Nassau County as an additional insured and matching Insurance requirements found in Attachment “G”).

All Attachment/Forms required by the RFQ shall be fully completed and executed by an authorized representative that can legally bind the person(s) or firm. Respondent shall submit all information in the above order. Failure to do so may diminish your score.

- 4.7** It is the intent of Nassau County to issue a Standard Contract for 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.
- 4.7** 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 vendor. It is further understood, no vendor 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 vendor.
- 4.8** 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.

- 4.9** The Respondent, 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.
- 4.10** Scrutinized Company List SCRUTINIZED COMPANY LIST – STATE OF FLORIDA REQUIREMENT: Sections 287.135 and 215.473, Florida Statutes, prohibit Florida municipalities from contracting with companies, for goods or services over \$1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or to engage in any Business operations with Cuba or Syria. Sections 287.135 and 215.4725 also prohibit Florida municipalities from contracting with companies, for goods or services in any amount that are on the list of Scrutinized Companies that Boycott Israel.

The list of “Scrutinized Companies” is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of “Scrutinized Companies” can be found at the following link:

https://www.sbafla.com/fsb/Portals/FSB/Content/Performance/Quarterly/2019_01_29_Web_Update_PFIA_Prohibited_List.pdf?ver=2019-01-29-130702-420

The company representative authorized to sign on behalf of the bidder, hereby CERTIFIES that the company identified as the Respondent is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not participating in a boycott of Israel; and does not have any business operations with Cuba or Syria. Authorized representative understands that pursuant to Sections 287.135 and 215.473, Florida Statutes, the submission of a false certification may subject the Respondent Company to civil penalties, attorney’s fees, and/or costs.

SECTION 5. EVALUATION/SELECTION

5.1 EVALUATION/SELECTION COMMITTEE

A Selection/Evaluation Committee will be appointed to select the most qualified person(s) or firm. The evaluation/selection committee will be responsible for evaluating and ranking each firm based upon the criteria listed below. The Committee may select a short-list of up to five (5) top-ranked firms. 100-point formula scoring system will be utilized.

5.2 **CRITERIA**

Criteria	Max Points
Experience and Qualifications: Previous related work experience and qualifications.	50
References: History and performance on similar services including local government experience.	20
Resources and Methodology: Overall approach and detailed plan for providing the services. Consideration of services provided and approach to meeting goals and approach to meeting service objectives.	30
TOTAL POINTS	100

- 5.3** 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.
- 5.4** 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 PRESENTATION TO THE BOARD

The Requesting 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.

6.2 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. The Board of County Commissioners will have final approval of the terms negotiated.

6.3 UNABLE TO NEGOTIATE

Should Nassau County be unable to negotiate a satisfactory contract with the top ranked firm, negotiations with that firm must be formally terminated. The County shall then undertake negotiations with the second ranked firm. Failing accord with the second ranked firm, the agency

must terminate negotiations. The County shall then undertake negotiations with the third 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 Proposals.

SECTION 7. STANDARD CONTRACT TERMS FOR PROFESSIONAL SERVICES

7.1 COMPENSATION

Invoices for services shall be paid in accordance with the Florida Prompt Payment Act. All invoices shall be accompanied by a report or statement identifying the nature of the work performed, the hours required and compensation for the work performed. The report or statement shall show a summary of fees. County reserves the right to withhold payment to firm for failure to perform the work in accordance with the provisions of this Contract, and County shall promptly notify Firm in writing if any invoice or report is found to be unacceptable and will specify the reasons therefor. Proposer will have thirty (30) days to cure any failure upon written notice.

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

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

7.2 EXPENSES

Firm shall be responsible for all expenses incurred while performing the services, unless otherwise detailed in Exhibit "A". This includes, without limitation, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to Firm's agents, if any, hired by Firm to complete the work under this Contract.

7.3 STANDARD OF CARE

Firm 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, at the same time, and in the same locality. At County's sole discretion, Firm shall, at no additional cost to County, re-perform services which fail to satisfy the foregoing standard of care.

7.4 EQUAL OPPORTUNITY EMPLOYMENT

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

7.5 TRUTH-IN-NEGOTIATION/PUBLIC ENTITY CRIMES AFFIDAVIT

Firm 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 County determines

the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual costs. Firm represents that it has furnished a Public Entity Crimes Affidavit pursuant to Section 287.133, Florida Statutes.

7.6 INDEMNIFICATION

Firm shall indemnify and hold harmless 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 Firm and other persons employed or utilized by the Firm, in the performance of the Contract.

7.7 INDEPENDENT CONSULTANT

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

7.7.2 This Contract shall not render Firm or any of Firm's agents an employee, partner, agent of, or joint venturer with County for any purpose. Firm is and will remain an independent Consultant in its relationship to County and Firm's agents are not and will not become Company's employees. County shall not be responsible for withholding taxes with respect to Firm's compensation hereunder. County shall report all payments made to Firm on a calendar year basis using IRS Form 1099, if required by law. Firm agrees to report all such payments to the appropriate federal, state and local taxing authorities. County shall not and shall have no obligation to: (a)(i) withhold FICA (Social Security and Medicare taxes) from Firm's payments or make FICA payments on Firm's or Firm's agent's behalf, (ii) make state or federal unemployment compensation contributions or payments on Firm's or Firm's agent's behalf, or (iii) withhold state or federal income tax from Firm's payments; or (b) obtain workers' compensation insurance or any other insurance coverage of any kind on behalf of Firm or Firm's agents. If Firm hires employees to perform any work under this Contract, Firm shall cover them with worker's compensation insurance and provide County with a certificate of workers' compensation insurance before the employees begin the work. Neither Firm nor Firm's agents are eligible to participate in any employee health, vacation pay, sick pay, or other fringe benefit plan of County. If any government agency or court determines that Firm should be reclassified as an employee, Firm hereby waives any right to County benefits and acknowledges and understands that such reclassification shall not entitle Firm to any benefits offered to County's employees. Firm and County agree that: (a) Firm has the right to perform services for others during the term of this Contract; (b) Firm has the sole right to control the means, manner and method by which the services required by this Contract will be performed; (c) Firm has the right to perform the services required by this Contract at any location or time; (d) Firm has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Contract.

7.8 EXTENT OF CONTRACT

7.8.1 This Contract represents the entire and integrated agreement between County and Firm and supersedes all prior negotiations, representations, or agreement, either written or oral.

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

7.9 COMPLIANCE WITH LAWS

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

7.10 INSURANCE

Firm shall maintain such commercial or comprehensive general liability, workers compensation, professional liability, and other insurance as is detailed in Exhibit "B" and as is appropriate for the services being performed hereunder by Firm, its employees or agents.

7.11 ACCESS TO PREMISES

County shall be responsible for providing access to all project sites (if required), and for providing project-specific information.

7.12 TERMINATION OF CONTRACT

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

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

7.13 NONDISCLOSURE OF PROPRIETARY INFORMATION

Firm shall consider all information provided by County and all reports, studies, calculations, and other documentation resulting from Firm's performance of the services to be proprietary unless such information is available from public sources. Firm 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.

7.14 UNCONTROLLABLE FORCES

7.14.1 Neither County nor Firm shall be considered to be in default of this Contract 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 Contract 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.

7.14.2 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 Contract.

7.15 GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Florida. All legal action necessary to enforce the Contract will be held in Nassau County, Florida.

MISCELLANEOUS

7.15.1 Non-waiver: A waiver by either County or Firm of any breach of this Contract 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.

7.15.2 Severability: Any provision in this Contract 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 Contract.

7.15.3 Public Records: County is a public agency subject to Chapter 119, Florida Statutes. IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6010, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, YULEE, FLORIDA 32097. Under this Contract, to the extent that Firm is providing services to County, and pursuant to section 119.0701, Florida Statutes, Firm 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 agreement term and following completion of the Contract if Firm 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 Firm or keep and maintain public records required by the public agency to perform the service. If Firm transfers all public records to the public agency upon completion of the contract, Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Firm keeps and maintains public records upon completion of the Contract, Firm shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- e. A request to inspect or copy public records relating to a Nassau County contract for services must be made directly to the Nassau County Custodian of Public Records. If Nassau County does not possess the requested records due to Firm maintaining the public records, then Nassau County shall immediately notify Firm of the request for records. Firm must provide the records to Nassau County or allow the records to be inspected or copied within a reasonable time. If Firm does not comply with Nassau

County's request for records, Nassau County shall be entitled to enforce the contract provisions herein for failure to comply with the terms of the contract. Any Firm which fails to provide public records to Nassau County within a reasonable time may also be subject to penalties as provided under Section 119.10, Florida Statutes, including punishment by fine or may be guilty of committing a misdemeanor of the first degree for any willful and knowing violation.

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

7.16 EMPLOYMENT ELIGIBILITY

Firm must comply with F.S. 448.095 and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by Firm during the term of this Contract to work in Florida. Additionally, if Firm uses subcontractors to perform any portion of the work (under this Contract), Firm must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Firm must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

7.17 SUCCESSORS AND ASSIGNS

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

7.18 CONTINGENT FEES

Firm warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Firm 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 Firm, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract.

7.19 OWNERSHIP OF DOCUMENTS

Firm shall be required to work in harmony with other Firms relative to providing information requested in a timely manner and in the specified form. 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 County.

7.20 FUNDING

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

7.21 DISPUTE RESOLUTION

County may utilize this section, at their discretion, as to disputes regarding contract interpretation. County may send a written communication to Firm by email, overnight mail, UPS, FedEx, or certified mail. The written notification shall set forth 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 Firm. Firm should have a representative, at the meeting that can render a decision on behalf of Firm.

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 County and the cost of mediation shall be borne by Firm. Firm shall not stop work during the pendency of mediation or dispute resolution.

The Remainder of This Page Intentionally Left Blank

**ATTACHMENT “A”
ADDENDA ACKNOWLEDGMENT**

Acknowledgment is hereby made of receipt of addenda issued during the solicitation period. SOLICITATION NUMBER: NC22-045-RFQ	Addendum # _____ through # _____ Date:
Signature of Person Completing:	
Printed Name:	Title:

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

ATTACHMENT "B"
SWORN STATEMENT
UNDER FLORIDA STATUTE 287.133(3)(a) 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: _____

County of: _____

Sworn to (or affirmed) and subscribed before me by means of ____ physical presence or ____ online notarization, this _____ day of _____, 20 ____ by _____ who is ____ personally known to me or ____ produced _____ as identification.

Notary Public

My commission expires: _____

ATTACHMENT "C"
EXPERIENCE OF RESPONDENT

The following questionnaire shall be answered by the Respondent for use in evaluating the submittal to determine the most qualified Respondent, meeting the required specifications.

1. FIRM NAME: _____

Address: _____

City/State/Zip: _____

Phone: _____ Email: _____

Name of primary contact responsible for work performance: _____

Phone: _____ Cell Phone: _____

Email: _____

2. INSURANCE:

Surety Company: _____

Agent Company: _____

Agent Contact: _____

Total Bonding Capacity: \$ _____ Value of Work Presently Bonded: \$ _____

3. EXPERIENCE:

Years in business: _____

Years in business under this name: _____

Years performing this type of work: _____

Value of work now under contract: _____

Value of work in place last year: _____

Percentage (%) of work usually self-performed: _____

Name of subvendors you may use: _____

Has your firm: Failed to complete a contract: ___ Yes ___ No

Been involved in bankruptcy or reorganization: ___ Yes ___ No

Pending judgment claims or suits against firm: ___ Yes ___ No

4. PERSONNEL

How many employees does your company employ:

Management	_____ Full time	_____ Part time
Site/Crew Supervisors	_____ Full time	_____ Part time
Workers/Laborers	_____ Full time	_____ Part time
Clerical	_____ Full time	_____ Part time
Other	_____ Full time	_____ Part time

5. WORK EXPERIENCE:

List your three (3) most significant commercial accounts where the contract was similar in scope and size to this bid.

Reference #1:

Company/Agency Name: _____

Address: _____

Contract Person: _____

Phone: _____ Email: _____

Project Description: _____

Contract \$ Amount: _____

Date Completed: _____

Reference #2:

Company/Agency Name: _____

Address: _____

Contract Person: _____

Phone: _____ Email: _____

Project Description: _____

Contract \$ Amount: _____

Date Completed: _____

Reference #3:

Company/Agency Name: _____

Address: _____

Contract Person: _____

Phone: _____ Email: _____

Project Description: _____

Contract \$ Amount: _____

Date Completed: _____

REMINDER:

THIS FORM IS TO BE INCLUDED WITH SUBMISSION. FAILURE TO SUBMIT ALONG WITH SUBMISSION MAY BE CAUSE FOR DISQUALIFICATION.

ATTACHMENT "D"
DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that _____
_____ (print or type name of firm)

1. Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
3. Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
4. Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
5. Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Makes a good faith effort to continue to maintain a drug free workplace through the implementation of a drug free workplace program.

[Remainder of the page intentionally blank.]

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

Authorized Signature

Date Signed

State of: _____

County of: _____

Sworn to (or affirmed) and subscribed before me by means of ____ physical presence or ____ online notarization, this _____ day of _____, 20 ____ by _____ who is ____ personally known to me or ____ produced _____ as identification.

Notary Public

My commission expires: _____

ATTACHMENT "E" FEDERAL PROVISIONS

In performing under this Agreement, contractor shall comply with the following federal requirements, as applicable:

1. **Drug Free Workplace Requirements:** All contractors entering into Federal funded contracts over the simplified acquisition threshold (as defined at 41 U.S.C. § 134) must comply with the Drug Free Workplace Act of 1988 (41 U.S.C. 8102), which requires the contractor to take certain actions to provide a drug-free workplace.
2. **Davis-Bacon Act:** If applicable, the contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. §§ 3141-3144 and 3136-3148), and to require all of its contractors performing work under this Agreement to adhere to same. The CONSULTANT are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the CONSULTANT are required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the contractor shall place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation documents. The decision to award a contract shall be conditioned upon the acceptance of the wage determination. The CONSULTANT must report all suspected or reported violations of the Davis-Bacon Act to the County.
3. **Copeland Anti Kick Back Act:** CONSULTANT shall comply with all the requirements of the Copeland Anti-Kickback Act (18 U.S.C. § 874 and 40 U.S.C. § 3145, as supplemented by Department of Labor regulations at 29 CFR Part 3), which are incorporated by reference to this Agreement. CONSULTANT are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.
4. **Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701–3708):** Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, each CONSULTANT is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
5. **Debarment and Suspension (Executive Orders 12549 and 12689):** A contract award (see 2 CFR 180.220) must not be made under this Agreement to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The CONSULTANT shall certify compliance. The CONSULTANT further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts, which

shall read as follows:

Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of the County and/or the applicable state or federal entity) are subject to 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)." In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying," published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying," and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996).

6. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352):** CONSULTANTS that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The CONSULTANT shall certify compliance.
7. **501(c)(4) Entities:** The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code that engages in lobbying activities, from receiving federal funds, including through an award, grant, and/or subgrant. CONSULTANT shall ensure that its CONSULTANTS and sub-awardees comply with this requirement.
8. **Federal Changes:** CONSULTANT shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.
9. **Safeguarding Personal Identifiable Information:** CONSULTANT and sub awardees will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.
10. **Energy Policy and Conservation Act (43 U.S.C. §6201):** Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].
11. **Right to Inventions Under Federal Grants:** If applicable, CONSULTANT shall comply with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and

Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

12. E-Verify: Enrollment and verification requirements:

- a. If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall:
 - i. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
 - ii. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
 - iii. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee’s assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.).
- b. If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of:
 - i. All new employees:
 1. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - ii. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - iii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.).
- c. If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to

the contract.

- d. Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of:
 - i. Enrollment in the E-Verify program; or
 - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU).
- e. The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU:
 - i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
 - ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E- Verify.
 - iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
 - iv. Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee:
 - 1. Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
 - 2. Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
 - 3. Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

13. Subcontracts: The Contractor shall include the requirements of this clause, including this

paragraph, appropriately modified for identification of the parties in each subcontract that:

- a. Is for:
 - i. Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
 - ii. Construction;
- b. Has a value of more than \$3,500; and
- c. Includes work performed in the United States.

FEDERAL NON-DISCRIMINATION PROVISIONS

In performing under this Agreement, CONSULTANT shall comply with the following federally mandated non-discrimination requirements, as applicable:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.)
2. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.)
3. Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101 et seq.)
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794)
5. Revised ADA Standards for Accessible Design for Construction Awards
 - a. Title II of the Americans with Disabilities Act (ADA) (28 C.F.R. part 35; 75 FR 56164, as amended by 76 FR 13285)
 - b. Title III of the ADA (28 C.F.R. part 36; 75 FR 56164, as amended by 76 FR 13286)
6. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.)
7. Parts II and III of EO 11246, "Equal Employment Opportunity," (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967)
8. EO 12086 "Consolidation of contract compliance functions for equal employment opportunity" (43 FR 46501, 1978), requiring federally assisted construction contracts to include the non-discrimination provisions of §§ 202 and 203 of EO 11246 "Equal Employment Opportunity" (41 C.F.R. § 60-1.4(b), 1991)
9. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency"
10. Pilot Program for Enhancement of Employee Whistleblower Protections. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. No. 112-239, enacted January 2,

2013 and codified at 41 U.S.C. § 4712)

ENVIRONMENTAL COMPLIANCE

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

1. The National Environmental Policy Act (42 U.S.C. § 4321 et. seq.)
2. The Endangered Species Act (16 U.S.C. § 1531 et seq.)
3. Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et seq.)
4. Clean Water Act Section 404 (33 U.S.C. § 1344 et seq.)
5. The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712); Bald and Golden Eagle Protection Act (16 U.S.C. § 668 et seq.), and Executive Order No. 13186, Responsibilities of Federal Agencies to Protect Migratory Birds
6. National Historic Preservation Act (54 U.S.C. § 300101 et seq.) and the Advisory Council on Historic Preservation Guidelines (36 CFR part 800)
7. Clean Air Act (42 U.S.C. § 7401 et seq.), Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) (Clean Water Act), and Executive Order 11738 (“Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans”). Violations must be reported to the County and the Regional Office of the Environmental Protection Agency (EPA) immediately upon discovery.
8. The Flood Disaster Protection Act (42 U.S.C. § 4002 et seq.)
9. Executive Order 11988 (“Floodplain Management”) and Executive Order 11990 (“Protection of Wetlands”)
10. Executive Order 13112 (“Invasive Species”)
11. The Coastal Zone Management Act (16 U.S.C. § 1451 et seq.)
12. The Coastal Barriers Resources Act (16 U.S.C. § 3501 et seq.)
13. The Wild and Scenic Rivers Act (16 U.S.C. § 1271 et seq.)
14. The Safe Drinking Water Act (42 U.S.C. § 300 et seq.)
15. The Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.)
16. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.)
17. Executive Order 12898 (“Environmental Justice in Minority Populations and Low-Income Populations”)

18. Rivers and Harbors Act (33 U.S.C. § 407)
19. Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. § 1431 et seq.), and Executive Order 13089 (“Coral Reef Protection”)
20. Farmland Protection Policy Act (7 U.S.C. 4201 et seq.)
21. Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.)
22. Pursuant to 2 CFR §200.322, CONSULTANT must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
96135 Nassau Place, Suite 6
Yulee, Florida 32097

John Martin
Aaron C. Bell
Jeff Gray
Thomas R. Ford
Klynt Farmer

Dist. No. 1 Fernandina Beach
Dist. No. 2 Amelia Island
Dist. No. 3 Yulee
Dist. No. 4 Bryceville/Hilliard
Dist. No. 5 Callahan/West Yulee

JOHN A. CRAWFORD
Ex-Officio Clerk

DENISE MAY
County Attorney

TACO E. POPE, AICP
County Manager

ATTACHMENT "F"

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

Project Name: _____

Bid No./Contract No.: _____

DEFINITIONS:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify System” means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with Nassau County. The Contractor acknowledges and agrees that registration and 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 with Nassau County; and

(904) 530-6100

An Affirmative Action / Equal Opportunity Employer

- c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility", as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. The Contractor shall also execute the attached affidavit (Exhibit "A") attesting that the Contractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract; and
- d) Contractor shall also require all subcontractors to execute the attached affidavit (Exhibit "B") attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

CONTRACT TERMINATION:

- a) If Nassau County has a good faith belief that a person or entity with which it is contracting has knowingly violated §448.09(1), Florida Statutes, the contract shall be terminated.
- b) If Nassau County has a good faith belief that a subcontractor knowingly violated §448.095(2), but the Contractor otherwise complied with §448.095(2), Florida Statutes, shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d) Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination.
- e) If the contract is terminated for a violation of the Statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

EXHIBIT "A"
CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that _____ (Contractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: _____
Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (Date) by _____ (Name of Officer or Agent, Title of Officer or Agent) of _____ (Name of Contractor Company Acknowledging), a _____ (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced _____ as identification.

Notary Public

Printed Name

My Commission Expires: _____

EXHIBIT "B"
SUBCONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that _____ (Subcontractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ (Subcontractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (Date) by _____ (Name of Officer or Agent, Title of Officer or Agent) of _____ (Name of Contractor Company Acknowledging), a _____ (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced _____ as identification.

Notary Public

Printed Name

My Commission Expires: _____

ATTACHMENT "G"
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
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.

PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

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	\$1,000,000
----------------------------------	-------------



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 Professional Liability (as applicable) insurance coverage meeting the same limit and requirements as the Contractor/Vendors insurance.

Certificates of Insurance and the insurance policies required for this Agreement shall contain –

- **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.**
- **Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability policy (ies).**
 - **CGL policy Additional Insured Endorsement must include Ongoing and Completed**
- **Provision under General Liability, Auto Liability and Workers’ Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.**
- **Provision that policies, except Workers’ Compensation, are primary and noncontributory.**

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.



RFQ NO. NC22-045-RFQ – LAND APPRAISAL SERVICES

Submitted To:

Nassau County Board of County Commissioners

96135 Nassau Place

Yulee, Florida 32097

Submitted By:

John “Sean” Mullen, MAI

Colliers International Valuation & Advisory Services

A Division of Colliers International Holdings (USA), Inc.

76 South Laura Street, Suite 1500

Jacksonville, Florida 32202

O: 904-861-1154

M: 912-674-6995

F: 813-224-9403

E: sean.mullen@colliers.com

TAB 1- Cover Letter

**Nassau County Board of County Commissioners**

96135 Nassau Place
Yulee, Florida 32097

SUBJECT: RFQ NO. NC22-045-RFQ – Land Appraisal Services

To Whom It May Concern:

Colliers International Valuation & Advisory Services (CIVAS), a Division of Colliers International Holdings (USA), Inc., is pleased to submit the accompanying Proposal for the above referenced Request for Qualifications (RFQ).

Colliers International Valuation & Advisory Services has extensive experience producing appraisal report and appraisal review services that adhere to Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, and applicable state appraisal regulations. We are also committed to producing work in a timely manner.

Colliers International Valuation & Advisory Services proposes John "Sean" Mullen as the point of contact authorized to commit our firm to perform the services:

John "Sean" Mullen, MAI, Valuation Services Director, Jacksonville
Phone: O: 904-861-1154 M: 912-674-6995
Email: sean.mullen@colliers.com

Within this RFQ, you will find the proposed appraiser's level of appraisal experience, as well as a description of our firm's capabilities and qualifications.

If you have any questions or comments, please contact the undersigned. Thank you for the opportunity to be of service.

Respectfully submitted,
Colliers International Valuation & Advisory Services

A handwritten signature in blue ink, appearing to read "JL" followed by a stylized flourish.

John "Sean" Mullen, MAI
Valuation Services Director | Jacksonville
State-Certified General Real Estate Appraiser
Cert Gen RZ3496

TAB 2 – Table of Contents

Contents

TAB 1- Cover Letter	1
TAB 2 – Table of Contents.....	3
TAB 3 – Experience & Qualifications	5
History of CIVAS & Approach to Services	6
Experience	8
Experience of the firm	9
Project Approach	10
Anticipated Task Assignments	12
Personnel Proposed to work on Project(s):.....	14
Trial Experience of the Firm	15
TAB 4 - References	16
TAB 5 – Rate Schedule	17
TAB 6 – Attachments/Administrative Information	18
Resumes & Licenses.....	19
Addendum Acknowledgement (Attachment “A”)	31
Addendum 1	33
Public Entities Crimes Statement (Attachment “B”).....	35
Experience of the Responder (Attachment “C”)	38
Drug Free Workplace Certificate (Attachment “D”)	41
Applicable Federal Requirements (Attachment “E”).....	44
E-Verify Form (Attachment “F”)	52
Minimum Insurance Requirements (Attachment “G”).....	56
Certificates of Insurance	59
Additional Information.....	62
Form W-9	62
Designation of Authorized Signors	64
CIVAS Overview.....	65
CIVAS Florida / Caribbean Overview	67

TAB 3 – Experience & Qualifications

History of CIVAS & Approach to Services

Colliers International Holdings (USA), Inc.

Originally established in Australia, Colliers expanded its presence to the U.S. in 1978 where we grew into a household name in just four short decades. Today, we are one of the leading commercial real estate firms in the country, with more than 150 offices and 6,000 professionals who are committed to providing expert advice across a fully integrated suite of services.

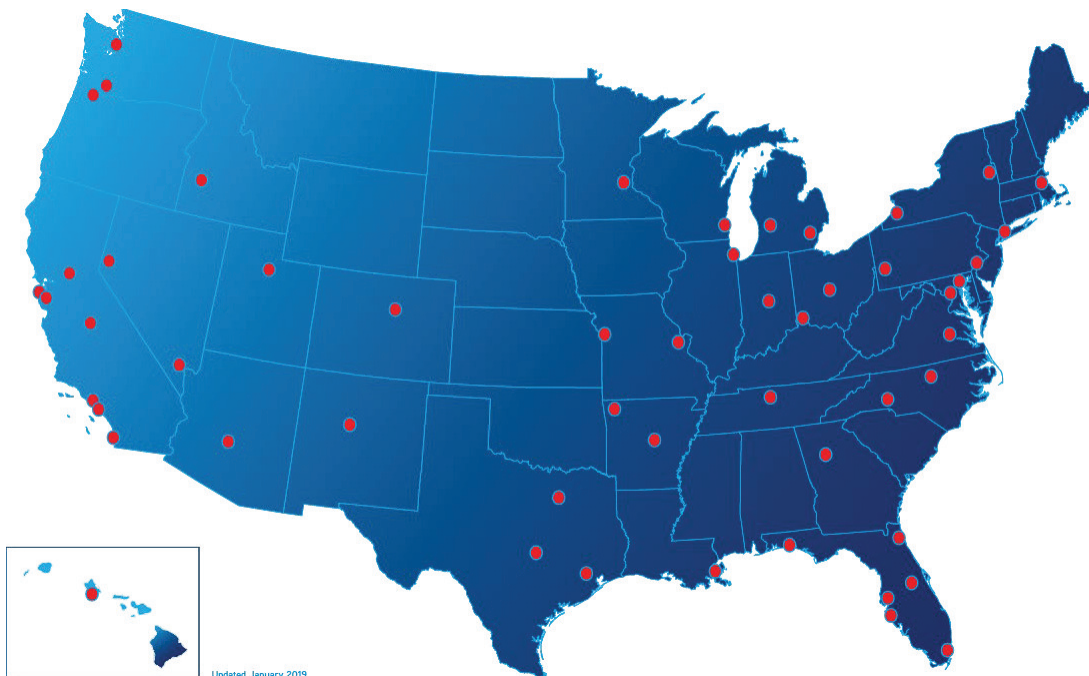
For more than 25 years, our experienced leadership team, owning approximately 40% of our equity, has delivered compound annual investment returns of almost 20% for shareholders. Colliers International (CIGI) is listed on the NASDAQ and TSX.

Colliers International Valuation & Advisory Services, LLC (CIVAS)

As of August 1, 2015, Colliers International Valuation & Advisory Services, LLC (CIVAS) is wholly owned by Colliers International Holdings (USA), Inc., which is incorporated in Delaware, CIVAS is the valuation and advisory service under the Colliers International umbrella.

Capabilities

Colliers International spans the globe in its presence with offices in 68 countries with 17,000 employees (including 750+ valuation professionals), performing 30,000+ annual valuation assignments, 69,000+ annual sale/lease transactions, managing 2B SF, and providing global access to the highest level of knowledgeable professional colleagues with asset level expertise and geographical knowledge. Colliers International Valuation & Advisory Services (CIVAS) has 370 professionals located in 50+ offices across the United States.



Colliers International is consistently ranked by the International Association of Outsourcing Professionals among The Global Outsourcing 100 top businesses and the World's Best Outsourcing Advisors. Our strong corporate culture is reflected in our people's approach to business. We are committed to providing a superior level of customer service, delivered with integrity, honesty and transparency at all times. We believe this approach is fundamental to our goal of creating long-term value through the development and provision of innovative and market-focused valuation and advisory solutions.

Colliers International Valuation & Advisory Services (CIVAS) has developed a strong reputation for quality, credibility and dependability. CIVAS is a recognized leader in real estate valuation and advisory services and serves a full range of clients, geographies, and property types. Along with our unique and expanding platform, the culture of collaboration between offices provides clients with excellent service, which is customized to each client's needs.

CIVAS is home to the valuation industry's leading professionals who bring valuable experience and expertise in all commercial property types and specialties. We have completed valuation and advisory assignments for some of the largest multi-national corporations, institutions, lenders, governments and owners throughout the world. Our services include:

- Single asset and portfolio assignments
- Trust requirements
- Balance sheet compliance
- Acquisition and disposal due diligence
- Financing and refinancing
- Merger and acquisition
- Capital raising
- Corporatisation and privatization
- Insurance purposes
- Appraisal
- Feasibility studies
- Highest and best use analysis
- Rent reviews/Lease analysis
- Legal/Expert Witness

We are proud of our service offerings to clients that enable us to assess your property or plant, no matter what category it sits under. Our team of global experts provide researched, thorough valuation advice across the following sectors:

- Office
- Industrial
- Retail
- Large Format Retail/Big Box Centers
- Regional Malls/Specialty Retail
- Multi-Family/Residential Apartment
- All Land Types
- Mixed Use Properties
- Healthcare/Aged Care
- Retirement/Senior Housing
- Manufactured Housing
- Hotels/Hospitality
- Rural & Agribusiness
- Self-Storage
- Plant & Machinery
- Government & Corporate Portfolios

In undertaking major appointments, we have developed a policy of working and communicating regularly with our clients, whether locally, regionally, or globally. We know that unless this occurs, the optimum outcome will not be achieved. Our internal systems are geared towards ensuring consistency of approach and quality of advice and reporting on a global basis.

Depth of Industry Resources

Colliers International maintains a commitment to providing its professionals the best resources in our industry to best serve our valued clients, including resources such as:

- Smith Travel Resources;
- NCREIF Trends & Indexes;
- Real Capital Analytics
- TREPP
- MPF & Axiometrics Multifamily Trends
- MLS
- CoStar and REIS
- RICS, MAI, CRE resources
- MIPIM, Expo Real, ICSC Conferences
- ULI, NAOIP, CREF, NCREIF, MBA, ICSC, SIOR resources

Professionals maintain subscriptions or memberships in various industry leading organizations such as ICSC, ULI, SIOR, and NCREIF, to better enable professionals to remain current with industry evolution.

Colliers also provides access to various industry resources to better enable our professionals to complete projects with the most comprehensive access to market data.

In addition to third party resources, Colliers professionals have access to various Colliers International Market Trends Reports, proprietary valuation databases, and proprietary Argus – Excel import function, and the extensive knowledge of the Colliers professional network.

Colliers International professionals are licensed in their respective jurisdictions, while also maintaining professional designations (MRICS, MAI, B.Sc Hons, AAPI, CRE, etc.), maintaining the standards per those designations and the regional/ sector requirements.

Experience

- **Colliers International Valuation and Advisory Services** has extensive experience producing appraisal report and appraisal review services that adhere to the Uniform Standards of Professional Appraisal Practice (USPAP, the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, and applicable State appraisal regulations. Additionally, our firm currently has or has had appraisal contracts with the City of Jacksonville, Nassau County, Florida Department of Environmental Protection, St. Johns River Water Management District, St. Johns County, Sarasota County School Board, and the Florida Department of Transportation Districts 1, 5, 7, and the Turnpike Enterprise with experience preparing appraisals that conform to each clients' supplemental standards.

Experience of the firm

We have completed projects with Nassau County including:

<i>Project Experience</i>	<i>Date</i>	<i>Client</i>
Osborne Parcel Potential Right-of-Way	August 2022	Nassau County/Board of County Commissioners
Potential County Park/Kayak Launch	July 2022	Nassau County
Nassau County Excess Parcels (Callahan)	March 2022	Nassau County/Board of County Commissioners
Fire Station 70	September 2021	Nassau County Engineering Services
Osborne Parcel Potential Right-of-Way	August 2021	Nassau County Engineering Services
Northwest portion of PIN#27-2N-28-0000-0009-0050	August 2021	Nassau County/Board of County Commissioners
Allison Lands Inc.	March 2020	Nassau County/Board of County Commissioners
William Burgess Blvd Extension - The Hideaway Phase 1C	November 2019	Nassau County/Board of County Commissioners
Allison Lands Inc.	November 2019	Nassau County/Board of County Commissioners
Rayonier Land Parcel	July 2019	Nassau County Department of Planning and Economic Opportunity
Nassau Station PUD – Parcel C	April 2019	Nassau County Department of Planning and Economic Opportunity
William Burgess Blvd Extension - The Hideaway Phase 1C	March 2019	Nassau County Department of Planning and Economic Opportunity

We have completed projects with Florida Department of Environmental Protection including:

<i>Project Experience</i>	<i>County</i>	<i>Client</i>
TIITF and Bannon Development	Duval, FL	FDEP
White Oak Golf Course	Nassau, FL	FDEP
Jax Ship Repair	Duval, FL	FDEP
Keystone Marine Terminal	Duval, FL	FDEP
Fish Island Development, LLC	St Johns, FL	FDEP

We have done work with North Florida Land trust including:

<i>Project Experience</i>	<i>County</i>	<i>Client</i>
Vacant land Earl Baxley Rd	Clay, FL	North Florida Land Trust
40 AC vacant land Louie Carter Rd	Clay, FL	North Florida Land Trust
21 AC vacant land Louie Carter Rd	Clay, FL	North Florida Land Trust
N 12 th St	Nassau, FL	North Florida Land Trust
N 11 th St & N 12 th St	Nassau, FL	North Florida Land Trust
Vacant salt marsh land	Duval, FL	North Florida Land Trust

Other projects involving eminent domain or environmentally sensitive lands include:

<i>Project Experience</i>	<i>County</i>	<i>Client</i>
Wetland Conservation/Park Parcel	Duval, FL	City of Jacksonville
Sarasota School Expansion Sites	Sarasota, FL	Sarasota County Schools
Cartersville Gas Utility Easements	Bartow, GA	City of Cartersville
Nassau County Submerged Easement	Nassau, FL	FDEP
William Burgess Boulevard Extension	Nassau, FL	Nassau County BOCC
City of College Park, GA ROW	Fulton, GA	Sysco Corporation
CSX Rail Right-of-Way	Fulton, GA	Sysco Corporation
Race Track Road/ SR 9B Phase III	Saint Johns, FL	Saint Johns County
Rail Corridor	Various, GA	Confidential
Natural Gas Transmission Pipeline	Various, GA	Confidential
State Road 62	Manatee, FL	FDOT District
State Road 45 (US 41)	Manatee, FL	FDOT District 1
State Road 542	Polk, FL	FDOT District 1
State Road 212 & State Road 109	Duval, FL	FDOT District 2
State Road 93 (I-275) & State Road 400	Hillsborough, FL	FDOT District 7
State Road 93 (I-75) & State Road 50	Hernando, FL	FDOT District 7
State Road 54	Pasco, FL	FDOT District 7
Bus Rapid Transit Stations	Duval, FL	Jacksonville Transportation
County Road 305 Extension	Saint Johns, FL	Saint Johns County
Wekiva Parkway	Orange, FL	Orlando-Orange County
Port Manatee (utility pipeline)	Manatee, FL	Manatee County
State Road 200	Nassau, FL	Attorney
State Road 100	Bradford, FL	Attorney
State Road 21	Clay, FL	Attorney
State Road 8 (I-10)	Duval, FL	Attorney
State Road 809	Palm Beach, FL	Attorney

Project Approach

Adequacy of Appraisal Work/Quality Assurance

Colliers International has a dedicated team of 41 professionals serving the State of Florida. The roster includes 18 MAI's and 4 MRICS. The Jacksonville Office, specifically, has 6 professionals and includes 3 MAI's. Our ability to respond to any assignment with any timeframe is unmatched within the state. We are able to shift resources as needed to accommodate any assignment. Our staff is diligent in constant communication with all clients and we strive to respond to emails and voicemails the same day and no later than 24 hours. As a result, we are generally available for any and all questions during normal business hours and often times after.

Colliers International is dedicated to producing the highest quality appraisal services, and specifically for land, for Nassau County. Our staff is trained to adhere to the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation, the Standards of Professional Practice of the Appraisal Institute. To ensure that each and every assignment exceeds these standards, we have a three-part Quality Control Program in place. The Quality Control Program is comprised of three parts, the Project Management Plan, the Quality Execution Process, and the Quality Review Plan. These three parts guarantee the appropriate quality assurance steps are being taken from the time of assignment through the delivery and review of the appraisal report.

1. **Project Management Plan:** The first step of our quality assurance process is The Project Management Plan, which is unique to each job and is created at the time of assignment. Once our firm receives a Notice to Proceed, the Project Manager, John “Sean” Mullen, will work with the team members, as needed, to compose a plan in writing that divides task among our team members including assigning parcels to associate appraisers, delegating research duties, and determining the appropriate methodology and assignment-specific needs to be addressed. Each task within the plan has a specific deadline and once established, this Project Management Plan becomes the Quality Control Plan that is adhered to for the duration of the assignment.
2. **Quality Execution Process:** The Quality Execution Process ensures that the Quality Control Plan is being adhered to and the tasks therein are being performed in a timely manner. The first step in the Quality Execution Process includes referencing the Quality Control Plan to determine task assignments for each team member.

The Quality Execution Process continues with the utilization of our proprietary software and established team protocol to complete the tasks outlined in the Quality Control Plan. Our property database, HIVE, is used to log pertinent data that may be used in our valuation. HIVE is also utilized to search thousands of existing property records nationwide, including in each of the 67 counties in Florida. HIVE contains records created by the over 370 appraisers in the Colliers network, including 18 MAI designated appraisers in Florida. By leveraging the expertise within our company, we can tackle even the most complex appraisal assignments such as special-use properties. HIVE records are verified by the Appraiser of Record to ensure accuracy and integrated into the report through the use of DataSync, Colliers’ industry-leading report writing software.

The use of HIVE and DataSync guarantees that reports for each parcel are consistent and allows Colliers to provide the client with the highest-quality and most accurate report possible. In addition to our proprietary software, we have subscriptions to all of the leading industry data sources, such as Loopnet, CoStar, and various regional MLS databases.

The Quality Execution Process requires constant communication between Appraisers of Record, Associate Appraisers, the City, and subcontractors to ensure that each task in the Property Management Plan is completed on time and up to standard.

3. **Quality Control Review:** In the final step, the appraisal is reviewed for adherence to the Quality Execution Process by the Quality Assurance Manager. The Quality Assurance Manager maintains a checklist called the Quality Assurance Checklist ensuring that each task detailed in the Quality Control Plan has been satisfactorily completed for each parcel.

The Quality Assurance Manager also keeps a Project Management Review Log which focuses on the steps taken to develop the Project Management Plan, Quality Control Plan and Quality Execution Process. The Quality Review Log includes determining specific problems that need to be addressed with each parcel, outlines when quality reviews will take place, and includes an outline of any project schedules provided by the County and key County personnel related to the assignment.

Once the Quality Assurance Process and Project Management Plan are completed, the appraisal is submitted to the County for review. During the review phase of the project, the involved appraiser(s) at Colliers are all available to answer questions and respond to requests for clarification, corrections, or improvements from the County's reviewer.

When the project is completed, Colliers International performs a self-evaluation of our quality assurance process to determine the effectiveness of the plan as measured by the completed report. The self-evaluation is performed by a team comprised of the Appraiser of Record, the Quality Assurance Manager, and the Project Manager to conclude the effectiveness of our Quality Assurance Process and determine if there are any areas that can be modified to improve our performance. This self-evaluation, as well as our team's dedication to continuing education, allows our firm to continually improve and provide the highest quality reports to our clients.

Anticipated Task Assignments

- **Appraiser of Record (AOR):**
 - The Appraiser of Record, John "Sean" Mullen, will be the primary point of contact for County staff. The AOR is available during the entire appraisal or appraisal review process for County staff input.
 - The AOR shall be responsible for all work necessary and incidental to the completion of the individual assignments. The AOR will be responsible for all aspects of assignments including scheduling and conducting inspections, personally verifying market research, sub-consultant management, report writing and providing litigation support. The AOR will control all decision making regarding highest and best use, value conclusions, and cure designs. If qualified sub-consultants are necessary (i.e. land planning, engineering, machinery and equipment estimates, construction costs, etc.), the AOR will implement, review and approve the specialty services.
- **Project Manager (PM):**
 - This role will often be the AOR but can be designated on an as needed basis, will be responsible for directing staff to ensure delivery timelines and compliance requirements are met. The PM will delegate the tasks to be completed by each appraiser or researcher. The PM acts as a primary support to the AOR in the coordination of the delivery of the appraisals to the client.
- **Senior Appraisers:**
 - Colliers Senior Appraisers work directly under the AOR and PM. The Senior Appraisers assist in market research, preparing comparable sale and rental data

sheets, report writing of factual information, preparing sketches and exhibits and providing support to the AOR as directed.

- **Research Assistant:**
 - Provides support to the AOR, PM, Senior Appraisers, or quality assurance manager.
- **Quality Assurance Manager (QAM):**
 - This role will analyze, critique, and review the appraisals and addresses any concerns with the AOR and PM. The QAM implements a quality assurance review of each appraisal to ensure compliance with all applicable regulations are met.
- **Appraisal, Acquisition, and Litigation Support:**
 - During the appraisal process, the AOR, PM, Senior Appraisers, and QAM will be available to the County's staff and review appraisers as needed. Any issues or concerns of the County's will be prioritized and handled in time sensitive manner. The AOR provides all post-appraisal support with the assistance of the Colliers team. The AOR provides the expert witness testimony in all litigation support and works closely with the County.

The following is a sample off Colliers workflow for a typical assignment with a 30-day delivery:

Week 1: Once a notice to proceed is received, the appraisal file is created. During this step, AOR coordinates the inspection of the subject property. Sub-consultants are contracted, if needed. The AOR and PM review the appraisal problem to be addressed. They develop an internal timeline and delegate responsibilities with the associate appraisers. Preliminary research regarding the subject property, property type, market data, area and neighborhood is conducted.

Week 2: The property is inspected by the AOR. Market data is chosen and verified by the AOR. The PM implements a production schedule to the Senior Appraisers for completion of various report sections including neighborhood analysis, zoning and land use, sale history of subject, market data sheets, exhibits and sketches. The PM coordinates adherence to the production schedule during report writing phase.

Week 3: Draft reports from sub-consultants, if needed, are reviewed by the AOR. The AOR discusses with sub consultants any changes needed, asks for clarification, and directs the sub-consultant to provide a revised draft. First draft market data sheets prepared by the Senior Appraisers are reviewed for accuracy and completeness by the AOR. Report writing continues until a draft report is reviewed and edited by the AOR. The AOR communicates to the PM and Senior Appraisers needed edits.

Week 4: A revised report is prepared and the AOR performs review and editing. The QAM implements a quality assurance review at this stage. The AOR, QAM, and PM discuss the status of the appraisal report and direct staff to any needed requests. The AOR conducts a final review and the report is submitted to the County.

Appraisal Review:

The AOR will be the primary point of contact for County staff on appraisal review assignments. The AOR will maintain constant and open communication with the County and their fee appraiser during the appraisal process to address any project specific concerns.

For appraisal review assignments, all work necessary to the completion of the review assignment will be conducted by the AOR. The PM, Senior Appraisers, or research assistant will be utilized on an “as needed” basis to conduct background research only. The AOR will personally inspect the subject of the review and all comparable market data utilized. The AOR will ensure that the reports produced by the County’s fee appraiser adhere to USPAP and any supplemental standards that the County may have.

Personnel Proposed to work on Project(s):

<i>Personnel</i>	<i>Years in Profession</i>	<i>School Attended / Graduated</i>	<i>States Licensed In:</i>
John “Sean” Mullen, MAI	19	University of Georgia (2003)	AL, FL, GA, and SC
Patrick Phipps, MAI	20	Florida State University (2002)	FL, GA, SC, and TX
Ralph DeBee, MAI	12	FL Southern University (1979) Brenau University. (2000)	FL, GA, SC, and VA
Justin Lovett	18	Florida State University (1997)	FL and GA
Kyle Hildenbrand	11	Iowa State University (2008)	FL, GA, and WA
Christopher Klinect	3	Florida State University (2018)	FL (Trainee)

- **John “Sean” Mullen, MAI (AOR & PM)**, is a Valuation Services Director in the Jacksonville, Florida office of Colliers International Valuation & Advisory Services. In addition to his appraisal work, Sean has been qualified as an expert witness in multiple counties of both Florida and Georgia, as well as in U.S. Bankruptcy Court.
- **Patrick Phipps, MAI (QAM)**, is the Managing Director for the Jacksonville, Florida office of Colliers International Valuation & Advisory Services. He has been actively engaged in real estate valuation and advisory since 2002 with appraisal reports prepared for a wide variety of public and private clients.
- **Ralph DeBee, MAI (Senior Appraiser)**, is a Valuation Services Director in the Jacksonville, FL office of Colliers International Valuation & Advisory Services. He joined the Jacksonville office in August 2016. He has been actively employed in the commercial real estate appraisal business since 2011, with services provided in over 14 states along the eastern seaboard of the United States.
- **G. Justin Lovett (Senior Appraiser)** is a Senior Valuation Specialist in the Jacksonville, Florida office of Colliers International Valuation & Advisory Services. Since beginning his real estate appraisal career in 2004, Justin has appraised properties including shopping centers, office buildings, condominiums, golf courses, mixed-use development sites, and other special purpose properties.

- **Kyle Hildenbrand (Senior Appraiser)** is a Senior Valuation Specialist in the Jacksonville, Florida office of Colliers International Valuation & Advisory Services. His experience includes appraisal, appraisal review, and valuation management for a variety of purposes including financial reporting, investment management, financing, corporate and estate planning, condemnation, assessment appeal, and market rent/rent comparability studies.
- **Christopher Klinect (Valuation Associate / Appraiser Trainee)** is a Valuation Associate in the Jacksonville, FL office of Colliers International Valuation & Advisory Services. Since beginning his real estate appraisal career in 2021, Chris has appraised properties including triple net quick service restaurants, freestanding retail buildings, and land sites. He also performs research and market analysis for the team on a variety of property types.

Trial Experience of the Firm

John “Sean” Mullen, MAI has been qualified as an expert witness in multiple counties of both Florida and Georgia, as well as in U.S. Bankruptcy Court.

Patrick Phipps, MAI, focuses on appraisals for litigation, including specializing in eminent domain. He is an Appraiser of Record for the Florida Department of Transportation and has been qualified as an expert witness throughout Florida, preparing appraisals for condemners and private property owners.

<i>Experience</i>	<i>Year</i>	<i>Court</i>	<i>Testimony</i>
Sleep Inn – Jacksonville	2021	US Bankruptcy Court, US Bankruptcy Court, Middle District of Florida - Jacksonville	Trial
Midtown Gainesville - Student Housing	2020	US Bankruptcy Court, US Bankruptcy Court, Southern District of Florida – Miami	Deposition, Hearing
Project Orlando - 18 parcels	2019	Circuit Court of the 9th Judicial Circuit, Orange County, FL	Trial
Gas Easement/ HOA Open Space	2018	US District Court, Northern District of Georgia	Order of Taking
Gas Easement/County Road	2018	US District Court, Northern District of Georgia	Order of Taking
Gas Easement/Stormwater Pond	2018	US District Court, Northern District of Georgia	Order of Taking
Jai Mataji, Inc.	2013	US Bankruptcy Court, Jacksonville	Expert Witness
Johnny Angles, Inc.	2013	US Bankruptcy Court, Jacksonville	Deposition
SHIV Hotels, LLC	2013	US Bankruptcy Court, Jacksonville	Deposition
Tarpon Lakeside Development	2012	US Bankruptcy Court, Tampa	Trial

TAB 4 - References

1. Nassau County, FL

Address: 96135 Nassau Place, Yulee, FL 32097
 Point of Contact: Robert T. Companion, PE
 Telephone #: 904-530-6010
 Email: rcompanion@nassaucountyfl.com
 Services Provided: Appraisal
 Dates of Service: March 2019 – Present

2. City of Miami Beach, FL

Address: 1700 Convention Center Drive, Miami Beach, FL 33139
 Point of Contact: Raul Aguila, City Manager
 Telephone #: 305-673-7010
 Email: raulaguila@miamibeachfl.gov
 Services Provided: Appraisal
 Dates of Service: February 2021

3. City of Jacksonville, Dept. of Public Works

Address: 214 N. Hogan St., Jacksonville, FL 32202
 Point of Contact: Renee H. Hunter, Chief of Real Estate
 Telephone #: 904-255-8234
 Services Provided: Appraisal
 Dates of Service: June 2019 – Present

4. City of Fernandina Beach

Address: 204 Ash St, Fernandina Beach, FL 32034
 Point of Contact: Dale Martin, City Manager
 Telephone #: 904-277-7300
 Services Provided: Appraisal
 Dates of Service: March 2019 – April 2019

5. Florida Department of Environmental Protection

Address: 3800 Commonwealth Blvd., MS 110, Tallahassee, FL 32399
 Point of Contact: Douglas Dane, MAI, Chief - Bureau of Appraisal
 Telephone #: 850-245-2665
 Email: Douglas.Dane@FloridaDEP.gov
 Services Provided: Appraisal
 Dates of Service: On-going

6. St. Johns County, Land Management Systems

Address: 500 San Sebastian View, St. Augustine, FL 32084
 Point of Contact: Debbie Taylor, Real Estate Manager
 Telephone #: 904-209-0796
 Email: dtaylor@sjcfl.us
 Services Provided: Appraisal
 Dates of Service: On-going

TAB 5 – Rate Schedule

Appraisal Services	\$175 / hour
Consulting Services	\$150 / hour
Expert Witness Services	\$150 / hour
Associate Services	\$100 / hour
Clerical Services	\$75 / hour

TAB 6 – Attachments/Administrative Information

Resumes & Licenses



Valuation Services Director
Valuation & Advisory Services

sean.mullen@colliers.com
Direct: +1 904 861 1154
Mobile: +1 912 674 6995
Fax: +1 904 353 4949
colliers.com

76 S Laura Street
Suite 1500
Jacksonville, FL 32202
United States

Colliers

John "Sean" Mullen, MAI

Area of Expertise

Sean Mullen is a Valuation Services Director in the Jacksonville, Florida office of Colliers International Valuation & Advisory Services. He specializes in the appraisal of vacant land, residential subdivisions and multifamily developments. Since beginning his real estate appraisal career in 2003, Sean has appraised properties including vacant land, subdivisions, condominiums, multifamily (conventional, student housing and manufactured home parks), industrial warehouses and manufacturing facilities, office buildings (professional and medical), both freestanding retail and multitenant retail properties, eminent domain, as well as special purpose properties. In addition to his appraisal work, Sean has been qualified as an expert witness in multiple counties of both Florida and Georgia, as well as in U.S. Bankruptcy Court.

Affiliations or Memberships

Appraisal Institute Designated Member

Professional Background

February 2019 - present - Colliers International Valuation & Advisory Services, Valuation Services Director (Jacksonville, FL)

May 2017 - February 2019 - Jones Lang LaSalle (JLL) Valuation & Advisory Services, Senior Vice President (Jacksonville, FL)

January 2012 - May 2017 - Integra Realty Resources - Jacksonville, Director (Jacksonville, FL)

March 2006 - January 2012 - Crenshaw Williams Appraisal Company, Senior Appraiser (Jacksonville, FL)

August 2003 - March 2006 - McColgan & Company, Associate Appraiser (Atlanta, GA)

Representative Clients and Projects

BB&T
TD Bank
Wells Fargo
BBVA Compass
Fifth Third Bank
Fidelity Bank
Flagstar Bank
Dream Finders Homes
KB Homes
Mattamy Homes
Nassau County (Florida)
Quest Diagnostics
The St. Joe Company
New Providence Capital

Education or Qualifications

University of Georgia-Terry
College of Business

Bachelor of Business
Administration-International
Business

State Certifications

Alabama
Florida
Georgia
South Carolina



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

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PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

MULLEN, JOHN ALEXANDER

76 S LAURA STREET SUITE 1500
JACKSONVILLE FL 32202

LICENSE NUMBER: RZ3496

EXPIRATION DATE: NOVEMBER 30, 2024

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Patrick Phipps, MAI

Managing Director | Jacksonville
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76 S Laura Street
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United States

Area of Expertise

Patrick Phipps is the Managing Director for the Jacksonville, Florida office of Colliers International Valuation & Advisory Services. He has been actively engaged in real estate valuation and advisory since 2002 with appraisal reports prepared for a wide variety of public and private clients. His experience includes analysis and appraisal of all types of real estate, including residential, retail, office, agricultural, industrial, and special purpose properties, among others.

Mr. Phipps has extensive specialized expertise in hospitality properties with over 200 properties appraised throughout the Southeast and New York.

He also focuses on appraisals for litigation, including specializing in eminent domain. He is an Appraiser of Record for the Florida Department of Transportation and has been qualified as an expert witness throughout Florida, preparing appraisals for condemnors and private property owners.

Affiliations or Memberships

Appraisal Institute Designated Member
International Right-of-Way Association (IRWA) Member

Professional Background

2002-2012 – Crenshaw Williams Appraisal Company, Senior Appraiser

2012-2017 Integra Realty Resources – Jacksonville, Managing Director/Principal

2017-2019 JLL Valuation & Advisory Services, Executive Vice President

2019 – Present Colliers International Valuation & Advisory Services, Managing Director – Jacksonville

Representative Clients and Projects

Ameris Bank

CenterState Bank

BankUnited

PNC Bank

Hancock Whitney Bank

Trustmark Bank

Renasant Bank

City of Jacksonville

St. Johns County & St. Johns County School Board

Nassau County

Florida Department of Transportation

Williams Gas Pipeline

Doyle Land Services

Duke Energy

Education or Qualifications

Florida State University

Bachelor of Science: Finance & Real Estate

State Certifications

Colorado

Florida

Georgia

Ron DeSantis, Governor



Melanie S. Griffin, Secretary



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PHIPPS, PATRICK R

76 S LAURA ST SUITE 1500
JACKSONVILLE FL 32202

LICENSE NUMBER: RZ2954

EXPIRATION DATE: NOVEMBER 30, 2024

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United States



Ralph J. DeBee, MAI

Area of Expertise

Ralph DeBee joined the Jacksonville, Florida office of Colliers International Valuation & Advisory Services in August 2016. He has been actively employed in the commercial real estate appraisal business since 2011, with services provided in over 14 states along the eastern seaboard of the United States.

Primary experience encompasses a wide variety of property types including multifamily (apartments/manufactured home parks) suburban and CBD office (professional/ medical), retail (shopping centers/free-standing), and industrial (parks/free-standing) as well as special purpose properties such as golf courses, self-storage facilities, and low income housing tax credit projects. Ralph has developed a special expertise including insurable value studies, feasibility studies, rent analysis, and market studies of commercial, industrial, and residential investment properties.

Affiliations or Memberships

Designated Member of the Appraisal Institute

Professional Background

8/16-Present Valuation Services Director, Colliers International Valuation & Advisory Services (Jacksonville, FL)

5/15-8/16 Senior Appraiser, Florida Valuation Group. (Jacksonville, FL)

8/11-5/15 Valuation Consultant, Keystone Consulting Group, Inc. (Jacksonville, FL)

2/09-8/11 AVP, Managed FHA/VA Fulfillment Operation, DE Underwriter

7/07-2/09 Litigation Consultant – Various Mortgage Companies and Wall Street Firms

4/00-7/07 SVP, Loan Administration, UniMortgage LLC

Key Clients

- Berkadia
- Wells Fargo N.A.
- Walker & Dunlop
- First Horizon Bank
- Northmarq
- Arbor Realty Trust
- Lima One Capital
- CBRE
- FDIC
- Principal Real Estate Investors

Education or Qualifications

Brenau University
MBA Degree

Florida Southern College
Bachelor of Arts, Business
Administration

State Certifications

Florida
Georgia
South Carolina
Virginia



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Melanie S. Griffin, Secretary



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DEBEE, RALPH JOHN JR

5100 TOWN CENTER CIRCLE 6TH FLOOR
BOCA RATON FL 33486

LICENSE NUMBER: RZ3678

EXPIRATION DATE: NOVEMBER 30, 2024

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Senior Valuation Specialist
Valuation & Advisory Services

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76 S Laura Street
Suite 1500
Jacksonville, FL 32202
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G. Justin Lovett

Area of Expertise

G. Justin Lovett is a Senior Valuation Specialist in the Jacksonville, Florida office of Colliers International Valuation & Advisory Services. Mr. Lovett specializes in the appraisal of self-storage facilities, multifamily projects, and marinas, in addition to rent comparability studies for Section 8 housing projects.

Since beginning his real estate appraisal career in 2004, Justin has appraised properties including shopping centers, office buildings, condominiums, golf courses, mixed-use development sites, and other special purpose properties.

Affiliations or Memberships

Candidate for Designation - Appraisal Institute

Professional Background

2019 – Present: Colliers International Valuation & Advisory Services | Senior Valuation Specialist

2017 – 2019: Jones Lang LaSalle | Senior Analyst

2011 – 2017: Integra Realty Resources – Jacksonville | Senior Analyst

2004 – 2011: Crenshaw Williams Appraisal Company | Associate Appraiser

Appraisal Institute Courses

- Advanced Concepts and Case Studies
- General Appraiser Report Writing and Case Studies
- General Market Analysis and Highest and Best Use
- Advanced Income Capitalization
- USPAP – 15-Hour

Other Related Courses

- Appraising Small Apartment Properties
- Appraisal of Land Subject to Ground Leases
- Appraisal of Self-Storage Facilities
- Appraisal of Assisted Living Facilities
- Appraisal Applications of Regression Analysis

Education or Qualifications

MBA – University of Phoenix, 2004

BS – Finance & Real Estate, Florida State University, 1997

State Certifications

Florida

Georgia



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Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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LOVETT, GEORGE JUSTIN

6278 DUPONT STATION COURT

UNIT 2

JACKSONVILLE FL 32217

LICENSE NUMBER: RZ3006

EXPIRATION DATE: NOVEMBER 30, 2024

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colliers.com

76 S Laura Street
Suite 1500
Jacksonville, FL 32202
United States

Kyle Hildenbrand

Area of Expertise

Kyle Hildenbrand serves as a Senior Valuation Specialist in the Jacksonville, Florida office for Colliers International Valuation & Advisory Services. Mr. Hildenbrand joined Colliers in 2021 and has over 10 years of experience in real property valuation and consulting services. He specializes in the appraisal of office and retail properties.

Mr. Hildenbrand provides services to a broad range of clients that include corporations, developers, investment managers, lending institutions, pension fund advisors, private investors, and REITs. Mr. Hildenbrand's experience includes appraisal, appraisal review, and valuation management for a variety of purposes including financial reporting, investment management, financing, corporate and estate planning, condemnation, assessment appeal, and market rent/rent comparability studies. He has experience working with assets across all primary property types and has been involved in valuation assignments in more than 20 states.

Affiliations or Memberships

Candidate for Designation – Appraisal Institute



Professional Background

2021 – Present: Colliers International Valuation & Advisory Services | Senior Valuation Specialist

2018 – 2021: Situs AMC | Vice President, Valuation Management & IF

2017 – 2018: Jones Lang LaSalle Valuation & Advisory Services | Senior Analyst

2011 – 2017: Iowa Appraisal and Research Corporation | Appraiser

Appraisal Institute Courses

- Advanced Income Capitalization
- Quantitative Analysis
- Advanced Market Analysis and Highest & Best Use
- General Appraiser Report Writing and Case Studies
- Real Estate Finance, Statistics, and Valuation Modeling
- General Appraiser Sales Comparison Approach
- General Appraiser Site Valuation and Cost Approach
- National USPAP Course

Education or Qualifications

Iowa State University
B.S., Finance

State Certifications

Florida
Georgia
Washington



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Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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HILDENBRAND, KYLE

76 S LAURA STREET SUITE 1500
JACKSONVILLE FL 32202

LICENSE NUMBER: RZ3943

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Jacksonville, FL 32202
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Christopher Klinect



Area of Expertise

Chris Klinect served more than 11 years as a station chief and fire fighter in the U.S. Air Force before attending Florida State University and obtaining a Bachelor of Science degree in both Real Estate and Management Information Systems.

He has been in the commercial real estate business since 2016 and was previously on the industrial brokerage team at the Colliers International office in Jacksonville, FL before joining the Jacksonville CIVAS team.

Professional Background

2003 – 2014 United States Air Force, Staff Sergeant (E5), Station Chief / Fire Fighter

2016 – 2018 Structure Commercial Real Estate, Sales Associate

2018 – 2019 Colliers International, Industrial Sales Associate

2019 – Present Colliers International Valuation & Advisory Services, Valuation Analyst

Appraisal Institute Courses

2020-2021 15-hr National USPAP Course

Other Related Courses

Supervisor-Trainee Course for Florida

Real Estate Market Analysis

Real Estate Valuation

Legal Environment of Real Estate

Education or Qualifications

Florida State University

Bachelor of Science: Real Estate
& Management Information
Systems

State Certifications

Florida Trainee

Affiliations or Memberships

State Registered Trainee Appraiser
RI25048

State Licensed Sales Associate
SL3364423



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**STATE OF FLORIDA
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THE REGISTERED TRAINEE APPRAISER HEREIN HAS REGISTERED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

KLINECT, CHRISTOPHER MICHAEL

10415 SONG SPARROW LN
JACKSONVILLE FL 32218

LICENSE NUMBER: RI25048

EXPIRATION DATE: NOVEMBER 30, 2024

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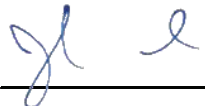


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Addendum Acknowledgement (Attachment “A”)

ATTACHMENT "A"
ADDENDA ACKNOWLEDGMENT

Acknowledgment is hereby made of receipt of addenda issued during the solicitation period. SOLICITATION NUMBER: NC22-045-RFQ	Addendum # <u>1</u> through # <u>1</u> Date: December 5, 2022
Signature of Person Completing: 	
Printed Name: John "Sean" Mullen	Title: Valuation Services Director Florida

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

Addendum 1



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
Procurement Department
96135 Nassau Place, Suite 2
Yulee, Florida 32097
Ph: 904-530-6040

REMINDER: This addendum must be acknowledged, signed and returned with your proposal. Failure to comply may result in disqualification of your submittal.

TO: All Proposers
FROM: Thomas O'Brien, Procurement Specialist
SUBJECT: Addendum #1
Request for Qualifications Number NC22-045
Land Appraisal Services
DATE: 11/28/22

This addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to, and shall take precedence over, the original documents.

Questions:

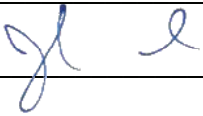
1. What is the expected work program in the upcoming two years? i.e. how many appraisal projects and appraisal parcel assignments are expected

Answer: The County Estimates 6-10 projects/parcels per year, but this year will be higher (25-30 parcels) due to an upcoming County project.

The Bid due date and opening time remain: December 7, 2022 at 10:00 AM EST

ACKNOWLEDGMENT IS HEREBY MADE OF RECEIPT OF THIS ADDENDUM

Vendor/Company Name Colliers International Valuation & Advisory Services

Vendor Signature:  **Date:** December 5, 2022

End of Addendum #1

Public Entities Crimes Statement (Attachment “B”)

ATTACHMENT "B"
SWORN STATEMENT
UNDER FLORIDA STATUTE 287.133(3)(a) 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 RFQ NC22-0450RFQ -
Land Appraisal Services.
2. This sworn statement is submitted by Colliers International Valuation & Advisory Services (entity
submitting sworn statement), whose business address is 76 S. Laura Street, Suite 1500
Jacksonville, FL 32202 and its Federal Employee Identification Number (FEIN)
is 41-2227433. (If the entity has no FEIN, include the Social Security Number
of the individual signing this sworn statement: _____.)
3. My name is John "Sean" Mullen (please print name of individual signing),
and my relationship to the entity named above is Valuation Services Director.
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.)

Experience of the Responder (Attachment “C”)

ATTACHMENT "C"
EXPERIENCE OF RESPONDENT

The following questionnaire shall be answered by the Respondent for use in evaluating the submittal to determine the most qualified Respondent, meeting the required specifications.

1. **FIRM NAME:** Colliers International Valuation & Advisory Services
 Address: 76 S. Laura Street, Suite 1500
 City/State/Zip: Jacksonville, FL 32202
 Phone: O: 904-861-1154 M: 912-674-6995 Email: sean.mullen@colliers.com
 Name of primary contact responsible for work performance: John "Sean" Mullen
 Phone: 904-861-1154 Cell Phone: 912-674-6995
 Email: sean.mullen@colliers.com

2. **INSURANCE:**
 Surety Company: Chubb Insurance Company of Canada
 Agent Company: Chubb Insurance Company of Canada
 Agent Contact: Marsh McLennan
 Total Bonding Capacity: \$ N/A Value of Work Presently Bonded: \$ 125,000

3. **EXPERIENCE:**
 Years in business: 44 years, since 1978 (Colliers International, Inc.)
 Years in business under this name: 7 Years, since 2015 (CIVAS)
 Years performing this type of work: 19 years, since 2003 (John "Sean" Mullen)
 Value of work now under contract: \$732,000 (CIVAS)
 Value of work in place last year: \$110,915,000 (CIVAS)
 Percentage (%) of work usually self-performed: 100%
 Name of subvendors you may use: None
 Has your firm: Failed to complete a contract: ___ Yes X No
 Been involved in bankruptcy or reorganization: ___ Yes X No
 Pending judgment claims or suits against firm: ___ Yes X No

4. **PERSONNEL**
 How many employees does your company employ:

Management	<u>69</u> Full time	<u>___</u> Part time
Site/Crew Supervisors	<u>___</u> Full time	<u>___</u> Part time
Workers/Laborers	<u>370</u> Full time	<u>___</u> Part time
Clerical	<u>36</u> Full time	<u>2</u> Part time
Other	<u>___</u> Full time	<u>___</u> Part time

5. WORK EXPERIENCE:

List your three (3) most significant commercial accounts where the contract was similar in scope and size to this bid.

Reference #1:

Company/Agency Name: City of Miami Beach, FL

Address: 1700 Convention Center Drive, Miami Beach, FL 33139

Contract Person: Raul Aguila, City Manager

Phone: 305-673-7010 Email: raulaguila@miamibeachfl.gov

Project Description: Appraisal

Contract \$ Amount: \$22,000

Date Completed: February 2021

Reference #2:

Company/Agency Name: City of Jacksonville, FL

Address: 214 N. Hogan Street, Jacksonville, FL 32202

Contract Person: Renee H. Hunter, Chief of Real Estate

Phone: 904-255-8234 Email: reneeh@coj.net

Project Description: Appraisal & Rent Study

Contract \$ Amount: \$176,000 (2021 - 2022)

Date Completed: June 2019 - Present

Reference #3:

Company/Agency Name: Nassau County, Board of County Commissioners

Address: 96135 Nassau Place, Yulee, FL 32097

Contract Person: Robert T. Companion, PE

Phone: 904-530-6010 Email: rcompanion@nassaucountyfl.com

Project Description: Appraisal

Contract \$ Amount: \$67,600 in Total Contracts

Date Completed: March 2019 - Present

REMINDER:

THIS FORM IS TO BE INCLUDED WITH SUBMISSION. FAILURE TO SUBMIT ALONG WITH SUBMISSION MAY BE CAUSE FOR DISQUALIFICATION.

Drug Free Workplace Certificate (Attachment “D”)

ATTACHMENT "D"
DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that Colliers

International Valuation & Advisory Services (print or type name of firm)

1. Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
3. Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
4. Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
5. Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Makes a good faith effort to continue to maintain a drug free workplace through the implementation of a drug free workplace program.

[Remainder of the page intentionally blank.]

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



[Signature]

Authorized Signature

December 5, 2022

Date Signed

State of: Florida

County of: Duval

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 5th day of December, 20 22 by John "Sean" Mullen who is ☒ personally known to me or ☐ produced as identification.

[Signature: Debbie A. Beal]

Notary Public

My commission expires: 6.14.24

Applicable Federal Requirements (Attachment “E”)

ATTACHMENT "E" FEDERAL PROVISIONS

In performing under this Agreement, contractor shall comply with the following federal requirements, as applicable:

1. **Drug Free Workplace Requirements:** All contractors entering into Federal funded contracts over the simplified acquisition threshold (as defined at 41 U.S.C. § 134) must comply with the Drug Free Workplace Act of 1988 (41 U.S.C. 8102), which requires the contractor to take certain actions to provide a drug-free workplace.
2. **Davis-Bacon Act:** If applicable, the contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. §§ 3141-3144 and 3136-3148), and to require all of its contractors performing work under this Agreement to adhere to same. The CONSULTANT are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the CONSULTANT are required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the contractor shall place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation documents. The decision to award a contract shall be conditioned upon the acceptance of the wage determination. The CONSULTANT must report all suspected or reported violations of the Davis-Bacon Act to the County.
3. **Copeland Anti Kick Back Act:** CONSULTANT shall comply with all the requirements of the Copeland Anti-Kickback Act (18 U.S.C. § 874 and 40 U.S.C. § 3145, as supplemented by Department of Labor regulations at 29 CFR Part 3), which are incorporated by reference to this Agreement. CONSULTANT are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.
4. **Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701–3708):** Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, each CONSULTANT is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
5. **Debarment and Suspension (Executive Orders 12549 and 12689):** A contract award (see 2 CFR 180.220) must not be made under this Agreement to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The CONSULTANT shall certify compliance. The CONSULTANT further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts, which

shall read as follows:

Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of the County and/or the applicable state or federal entity) are subject to 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)." In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying," published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying," and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996).

6. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352):** CONSULTANTS that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The CONSULTANT shall certify compliance.
7. **501(c)(4) Entities:** The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code that engages in lobbying activities, from receiving federal funds, including through an award, grant, and/or subgrant. CONSULTANT shall ensure that its CONSULTANTS and sub-awardees comply with this requirement.
8. **Federal Changes:** CONSULTANT shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.
9. **Safeguarding Personal Identifiable Information:** CONSULTANT and sub awardees will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.
10. **Energy Policy and Conservation Act (43 U.S.C. §6201):** Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].
11. **Right to Inventions Under Federal Grants:** If applicable, CONSULTANT shall comply with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and

Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

12. E-Verify: Enrollment and verification requirements:

- a. If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall:
 - i. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
 - ii. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
 - iii. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee’s assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.).
- b. If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of:
 - i. All new employees:
 1. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - ii. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - iii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.).
- c. If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to

the contract.

- d. Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of:
 - i. Enrollment in the E-Verify program; or
 - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU).
- e. The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU:
 - i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
 - ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E- Verify.
 - iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
 - iv. Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee:
 - 1. Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
 - 2. Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
 - 3. Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

13. Subcontracts: The Contractor shall include the requirements of this clause, including this

paragraph, appropriately modified for identification of the parties in each subcontract that:

- a. Is for:
 - i. Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
 - ii. Construction;
- b. Has a value of more than \$3,500; and
- c. Includes work performed in the United States.

FEDERAL NON-DISCRIMINATION PROVISIONS

In performing under this Agreement, CONSULTANT shall comply with the following federally mandated non-discrimination requirements, as applicable:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.)
2. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.)
3. Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101 et seq.)
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794)
5. Revised ADA Standards for Accessible Design for Construction Awards
 - a. Title II of the Americans with Disabilities Act (ADA) (28 C.F.R. part 35; 75 FR 56164, as amended by 76 FR 13285)
 - b. Title III of the ADA (28 C.F.R. part 36; 75 FR 56164, as amended by 76 FR 13286)
6. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.)
7. Parts II and III of EO 11246, "Equal Employment Opportunity," (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967)
8. EO 12086 "Consolidation of contract compliance functions for equal employment opportunity" (43 FR 46501, 1978), requiring federally assisted construction contracts to include the non-discrimination provisions of §§ 202 and 203 of EO 11246 "Equal Employment Opportunity" (41 C.F.R. § 60-1.4(b), 1991)
9. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency"
10. Pilot Program for Enhancement of Employee Whistleblower Protections. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. No. 112-239, enacted January 2,

2013 and codified at 41 U.S.C. § 4712)

ENVIRONMENTAL COMPLIANCE

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

1. The National Environmental Policy Act (42 U.S.C. § 4321 et. seq.)
2. The Endangered Species Act (16 U.S.C. § 1531 et seq.)
3. Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et seq.)
4. Clean Water Act Section 404 (33 U.S.C. § 1344 et seq.)
5. The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712); Bald and Golden Eagle Protection Act (16 U.S.C. § 668 et seq.), and Executive Order No. 13186, Responsibilities of Federal Agencies to Protect Migratory Birds
6. National Historic Preservation Act (54 U.S.C. § 300101 et seq.) and the Advisory Council on Historic Preservation Guidelines (36 CFR part 800)
7. Clean Air Act (42 U.S.C. § 7401 et seq.), Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) (Clean Water Act), and Executive Order 11738 (“Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans”). Violations must be reported to the County and the Regional Office of the Environmental Protection Agency (EPA) immediately upon discovery.
8. The Flood Disaster Protection Act (42 U.S.C. § 4002 et seq.)
9. Executive Order 11988 (“Floodplain Management”) and Executive Order 11990 (“Protection of Wetlands”)
10. Executive Order 13112 (“Invasive Species”)
11. The Coastal Zone Management Act (16 U.S.C. § 1451 et seq.)
12. The Coastal Barriers Resources Act (16 U.S.C. § 3501 et seq.)
13. The Wild and Scenic Rivers Act (16 U.S.C. § 1271 et seq.)
14. The Safe Drinking Water Act (42 U.S.C. § 300 et seq.)
15. The Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.)
16. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.)
17. Executive Order 12898 (“Environmental Justice in Minority Populations and Low-Income Populations”)

18. Rivers and Harbors Act (33 U.S.C. § 407)
19. Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. § 1431 et seq.), and Executive Order 13089 (“Coral Reef Protection”)
20. Farmland Protection Policy Act (7 U.S.C. 4201 et seq.)
21. Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.)
22. Pursuant to 2 CFR §200.322, CONSULTANT must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[Remainder of the page intentionally blank.]

E-Verify Form (Attachment “F”)



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
96135 Nassau Place, Suite 6
Yulee, Florida 32097

John Martin
Aaron C. Bell
Jeff Gray
Thomas R. Ford
Klynt Farmer

Dist. No. 1 Fernandina Beach
Dist. No. 2 Amelia Island
Dist. No. 3 Yulee
Dist. No. 4 Bryceville/Hilliard
Dist. No. 5 Callahan/West Yulee

JOHN A. CRAWFORD
Ex-Officio Clerk

DENISE MAY
County Attorney

TACO E. POPE, AICP
County Manager

ATTACHMENT "F"

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

Project Name: Land Appraisal Services

Bid No./Contract No.: NC22-045-RFQ

DEFINITIONS:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify System” means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with Nassau County. The Contractor acknowledges and agrees that registration and 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 with Nassau County; and

(904) 530-6100

An Affirmative Action / Equal Opportunity Employer

- c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility", as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. The Contractor shall also execute the attached affidavit (Exhibit "A") attesting that the Contractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract; and
- d) Contractor shall also require all subcontractors to execute the attached affidavit (Exhibit "B") attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

CONTRACT TERMINATION:

- a) If Nassau County has a good faith belief that a person or entity with which it is contracting has knowingly violated §448.09(1), Florida Statutes, the contract shall be terminated.
- b) If Nassau County has a good faith belief that a subcontractor knowingly violated §448.095(2), but the Contractor otherwise complied with §448.095(2), Florida Statutes, shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d) Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination.
- e) If the contract is terminated for a violation of the Statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

EXHIBIT "A"

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Colliers International Valuation & Advisory Services (Contractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Colliers International Valuation & Advisory Services (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.



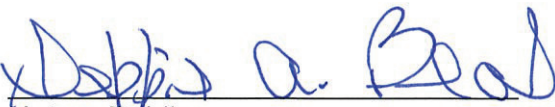
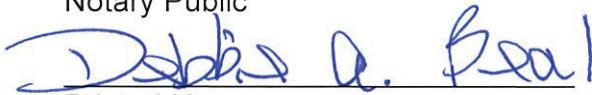
Print Name: John "Sean" Mullen

Date: December 5, 2022

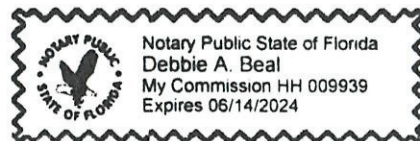
STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 12 / 5 / 2022 (Date) by John "Sean" Mullen, Valuation Services Director (Name of Officer or Agent, Title of Officer or Agent) of Colliers International Valuation & Advisory Services (Name of Contractor Company Acknowledging), a Delaware (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced _____ as identification.


Notary Public
Printed Name

My Commission Expires: 6.14.24



Minimum Insurance Requirements (Attachment “G”)

- Certificate of Insurance (proof of current coverage, naming Nassau County as an additional insured and matching Insurance requirements found in Attachment “G”).
- Certificates of Insurance will be updated naming Nassau County as an additional insured should Colliers International be selected.

ATTACHMENT "G"
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
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.

PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

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	\$1,000,000
----------------------------------	-------------



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 Professional Liability (as applicable) insurance coverage meeting the same limit and requirements as the Contractor/Vendors insurance.

Certificates of Insurance and the insurance policies required for this Agreement shall contain –

- **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.**
- **Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability policy (ies).**
 - **CGL policy Additional Insured Endorsement must include Ongoing and Completed**
- **Provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.**
- **Provision that policies, except Workers' Compensation, are primary and noncontributory.**

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.

ATTACHMENT "G"
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
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.

PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

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	\$1,000,000
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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 Professional Liability (as applicable) insurance coverage meeting the same limit and requirements as the Contractor/Vendors insurance.

Certificates of Insurance and the insurance policies required for this Agreement shall contain –

- **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.**
- **Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability policy (ies).**
 - **CGL policy Additional Insured Endorsement must include Ongoing and Completed**
- **Provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.**
- **Provision that policies, except Workers' Compensation, are primary and noncontributory.**

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.

ATTACHMENT "F"
FEDERAL PROVISIONS

In performing under this Agreement, contractor shall comply with the following federal requirements, as applicable:

1. **Drug Free Workplace Requirements:** All contractors entering into Federal funded contracts over the simplified acquisition threshold (as defined at 41 U.S.C. § 134) must comply with the Drug Free Workplace Act of 1988 (41 U.S.C. 8102), which requires the contractor to take certain actions to provide a drug-free workplace.
2. **Davis-Bacon Act:** If applicable, the contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. §§ 3141-3144 and 3136-3148), and to require all of its contractors performing work under this Agreement to adhere to same. The CONSULTANT are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the CONSULTANT are required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the contractor shall place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation documents. The decision to award a contract shall be conditioned upon the acceptance of the wage determination. The CONSULTANT must report all suspected or reported violations of the Davis-Bacon Act to the County.
3. **Copeland Anti Kick Back Act:** CONSULTANT shall comply with all the requirements of the Copeland Anti-Kickback Act (18 U.S.C. § 874 and 40 U.S.C. § 3145, as supplemented by Department of Labor regulations at 29 CFR Part 3), which are incorporated by reference to this Agreement. CONSULTANT are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.
4. **Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701–3708):** Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, each CONSULTANT is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
5. **Debarment and Suspension (Executive Orders 12549 and 12689):** A contract award (see 2 CFR 180.220) must not be made under this Agreement to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The CONSULTANT shall certify compliance. The CONSULTANT further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts, which

shall read as follows:

Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of the County and/or the applicable state or federal entity) are subject to 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)." In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying," published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying," and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996).

6. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352):** CONSULTANTS that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The CONSULTANT shall certify compliance.
7. **501(c)(4) Entities:** The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code that engages in lobbying activities, from receiving federal funds, including through an award, grant, and/or subgrant. CONSULTANT shall ensure that its CONSULTANTS and sub-awardees comply with this requirement.
8. **Federal Changes:** CONSULTANT shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.
9. **Safeguarding Personal Identifiable Information:** CONSULTANT and sub awardees will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.
10. **Energy Policy and Conservation Act (43 U.S.C. §6201):** Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].
11. **Right to Inventions Under Federal Grants:** If applicable, CONSULTANT shall comply with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and

Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

12. E-Verify: Enrollment and verification requirements:

- a. If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall:
 - i. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
 - ii. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
 - iii. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee’s assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.).
- b. If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of:
 - i. All new employees:
 1. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - ii. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - iii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.).
- c. If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to

the contract.

- d. Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of:
 - i. Enrollment in the E-Verify program; or
 - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU).
- e. The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU:
 - i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
 - ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E- Verify.
 - iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
 - iv. Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee:
 - 1. Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
 - 2. Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
 - 3. Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

13. Subcontracts: The Contractor shall include the requirements of this clause, including this

paragraph, appropriately modified for identification of the parties in each subcontract that:

- a. Is for:
 - i. Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
 - ii. Construction;
- b. Has a value of more than \$3,500; and
- c. Includes work performed in the United States.

FEDERAL NON-DISCRIMINATION PROVISIONS

In performing under this Agreement, CONSULTANT shall comply with the following federally mandated non-discrimination requirements, as applicable:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.)
2. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.)
3. Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101 et seq.)
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794)
5. Revised ADA Standards for Accessible Design for Construction Awards
 - a. Title II of the Americans with Disabilities Act (ADA) (28 C.F.R. part 35; 75 FR 56164, as amended by 76 FR 13285)
 - b. Title III of the ADA (28 C.F.R. part 36; 75 FR 56164, as amended by 76 FR 13286)
6. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.)
7. Parts II and III of EO 11246, "Equal Employment Opportunity," (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967)
8. EO 12086 "Consolidation of contract compliance functions for equal employment opportunity" (43 FR 46501, 1978), requiring federally assisted construction contracts to include the non-discrimination provisions of §§ 202 and 203 of EO 11246 "Equal Employment Opportunity" (41 C.F.R. § 60-1.4(b), 1991)
9. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency"
10. Pilot Program for Enhancement of Employee Whistleblower Protections. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. No. 112-239, enacted January 2,

2013 and codified at 41 U.S.C. § 4712)

ENVIRONMENTAL COMPLIANCE

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

1. The National Environmental Policy Act (42 U.S.C. § 4321 et. seq.)
2. The Endangered Species Act (16 U.S.C. § 1531 et seq.)
3. Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et seq.)
4. Clean Water Act Section 404 (33 U.S.C. § 1344 et seq.)
5. The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712); Bald and Golden Eagle Protection Act (16 U.S.C. § 668 et seq.), and Executive Order No. 13186, Responsibilities of Federal Agencies to Protect Migratory Birds
6. National Historic Preservation Act (54 U.S.C. § 300101 et seq.) and the Advisory Council on Historic Preservation Guidelines (36 CFR part 800)
7. Clean Air Act (42 U.S.C. § 7401 et seq.), Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) (Clean Water Act), and Executive Order 11738 (“Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans”). Violations must be reported to the County and the Regional Office of the Environmental Protection Agency (EPA) immediately upon discovery.
8. The Flood Disaster Protection Act (42 U.S.C. § 4002 et seq.)
9. Executive Order 11988 (“Floodplain Management”) and Executive Order 11990 (“Protection of Wetlands”)
10. Executive Order 13112 (“Invasive Species”)
11. The Coastal Zone Management Act (16 U.S.C. § 1451 et seq.)
12. The Coastal Barriers Resources Act (16 U.S.C. § 3501 et seq.)
13. The Wild and Scenic Rivers Act (16 U.S.C. § 1271 et seq.)
14. The Safe Drinking Water Act (42 U.S.C. § 300 et seq.)
15. The Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.)
16. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.)
17. Executive Order 12898 (“Environmental Justice in Minority Populations and Low-Income Populations”)

18. Rivers and Harbors Act (33 U.S.C. § 407)
19. Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. § 1431 et seq.), and Executive Order 13089 (“Coral Reef Protection”)
20. Farmland Protection Policy Act (7 U.S.C. 4201 et seq.)
21. Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.)
22. Pursuant to 2 CFR §200.322, CONSULTANT must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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