AGREEMENT FOR
ON-CALL DISASTER COST RECOVERY AND RELATED GRANT AND PROJECT
MANAGEMENT SERVICES
RFP # 19-0518

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida (the COUNTY), by and through its Board of County Commissioners, and Hagerty Consulting Services, Inc. a foreign corporation registered to do business in Florida, its successors and assigns (the CONSULTANT).

WITNESSETH:

WHEREAS, the COUNTY publicly submitted a Request for Proposal (RFP#) 19-0518, seeking firms or individuals qualified to provide on-call disaster cost recovery and related grant, and project management services (the “Service”) for the COUNTY; and

WHEREAS, CONSULTANT desires to perform such services subject to the terms of this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1. The foregoing recitals are true and correct and incorporated herein.

Article 2. Scope of Professional Services

2.1 On the terms and conditions set forth in this Agreement, the COUNTY hereby engages CONSULTANT to provide on-call disaster cost recovery and related grant and project management services for the COUNTY, more specifically listed in Attachment A - Scope of Services, and Attachment B, Addenda dated September 16 and 13, 2019, and attached hereto and incorporated herein. The Scope of Services may be modified by an amendment to this Agreement, but to be effective and binding such amendment must be in writing and signed by an authorized representative of the CONSULTANT and the COUNTY. CONSULTANT acknowledges and agrees that if work is assigned to CONSULTANT, each individual project shall have a specific scope agreed to by the parties by way of a task work order. All task work orders shall be reviewed and approved by the Lake County Office of Procurement Services and the Lake County Attorney’s Office for the COUNTY prior to the CONSULTANT beginning any work on the assigned project or payment being made to CONSULTANT.

2.2 This Agreement shall be effective for an initial five (5) year period immediately following the date of execution of the Agreement by the COUNTY. The COUNTY reserves the sole right to renew this Agreement for two (2) additional one (1) year periods. Continuation of this Agreement beyond the initial period is a prerogative of the COUNTY and not a right of CONSULTANT. This prerogative may be exercised only when such continuation is in the best interest of the COUNTY.
2.3 CONSULTANT agrees to hold prices constant for the first two years of the contract period. At the end of the two-year period CONSULTANT may increase prices by the cumulative rate of inflation over that period, as measured by the Consumer Price Index (CPI) issued by the U.S. Bureau of Labor Statistics. Any increase in the third year will be capped at a maximum of four percent (4%). At the end of each year thereafter, rates may increase based upon the CPI, but such increase will be capped at three percent (3%) annually.

2.4 CONSULTANT agrees that this Agreement will be an open quantity contract. The COUNTY does not guarantee to CONSULTANT any minimum amount of work throughout the term of this Agreement. Furthermore, CONSULTANT agrees and acknowledges that in the event CONSULTANT cannot meet the COUNTY'S specifications, including but not limited to time for completion or cost for individual project, that the COUNTY reserves the sole right to offer the individual project to the COUNTY'S other consultant(s).

2.5 Any work that commences prior to and will extend beyond the expiration date of the current Agreement period shall, unless terminated by mutual written agreement between the COUNTY and CONSULTANT, continue until completion at the same prices, terms and conditions.

2.6 CONSULTANT shall utilize the U.S. Department of Homeland Security’s E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by CONSULTANT during the term of this Agreement. CONSULTANT shall include in all contracts with subcontractors performing work pursuant to any contract arising from this Agreement an express requirement that the subcontractors utilize the U.S. Department of Homeland Security’s E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by the subcontractors during the term of the contract.

Article 3. Payment

3.1 Payment shall be based upon a fee arrived at utilizing the hourly rates set forth in CONSULTANT'S Pricing Sheet, attached hereto and incorporated herein as Attachment C, as well as reimbursable expenses. The personnel needed for each individual project shall be determined through the Task Work Order.

3.2 CONSULTANT shall submit invoices to the COUNTY within thirty (30) calendar days from delivery of goods or services to the COUNTY. The invoices must reflect the type of service provided to the COUNTY. All invoices must contain the contract or purchase order number, date and location of delivery or service. CONSULTANT may be assigned work by task work order and each task work order will be assigned a single identification number for billing purposes.

3.3 The COUNTY will make payment on all invoices in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Failure to submit invoices in the prescribed manner will delay payment, and CONSULTANT may be considered in default and this Agreement may be terminated.

3.4 Other than the fees and rates set forth in Attachment C, CONSULTANT shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.
3.5 In the event any part of this Agreement is to be funded by federal, state, or other local agency monies, CONSULTANT agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. CONSULTANT is advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of CONSULTANT pursuant to the grant funding requirements. A copy of the requirements will be supplied to CONSULTANT by the COUNTY upon request.

Article 4. COUNTY Responsibilities

4.1 The COUNTY shall pay in accordance with the provisions set forth in this Agreement.

4.2 The COUNTY retains the right to inspect all work to verify compliance with this Agreement.

Article 5. Special Terms and Conditions

5.1 Qualifications. CONSULTANT shall during the entire duration and renewal(s) of this Agreement shall be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required to perform the services required under this Agreement. CONSULTANT shall be registered with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.

5.2 Key Personnel. CONSULTANT agrees that each person listed or referenced in the solicitation package submitted to the COUNTY by CONSULTANT (19-0518) shall be available to perform the services described herein for the COUNTY barring illness, accident, or other unforeseeable events of a similar nature in which case CONSULTANT must be able to promptly provide a qualified replacement. In the event CONSULTANT desires to substitute personnel, CONSULTANT shall propose a person with equal or higher qualifications and each replacement person is subject to prior written approval of the COUNTY. In the event the requested substitute is not satisfactory to the COUNTY and the matter cannot be resolved to the satisfaction of the COUNTY, the COUNTY reserves the right to terminate this Agreement.

5.3 Termination. This Agreement may be terminated by the COUNTY upon twenty (20) days advance written notice to the other party; but if any service under this Agreement is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said service is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required twenty (20) day advance written notice, COUNTY shall reimburse CONSULTANT for actual work satisfactorily completed and reasonable expenses incurred.

B. Termination for Cause. Termination by the COUNTY for cause, default, or negligence on the part of CONSULTANT shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 20-day advance notice requirement is waived in the event of termination for cause.
C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled, and CONSULTANT shall be reimbursed for services satisfactorily performed and the reasonable value of any non-recurring costs incurred but not amortized in the price of the services delivered under this Agreement.

5.4 Assignment of Agreement. This Agreement shall not be assigned or sublet except with the written consent of Lake COUNTY’S Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the assignment or subcontract or subjecting the COUNTY to liability of any kind to any assignee or subcontractor. No assignment or subcontract shall under any circumstances relieve CONSULTANT of liability and obligations under this Agreement and all transactions with the COUNTY must be through CONSULTANT. In the event CONSULTANT is acquired in whole or in part by another entity, including any takeovers effectuated by a stock buyout, or similar acquisition process, CONSULTANT shall notify the COUNTY immediately. The COUNTY shall have the option of terminating this Agreement in the event the acquiring entity does not meet with the COUNTY’S approval. Any acquisition or hostile takeover may result in termination of this Agreement for cause.

5.5 Insurance.

A. CONSULTANT shall purchase and maintain, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring CONSULTANT against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and obligations of CONSULTANT under the terms and provisions of the Agreement. An original certificate of insurance, indicating that CONSULTANT has coverage in accordance with the requirements of this section, must be furnished by CONSULTANT to the COUNTY within five (5) working days of such request and must be received and accepted by the COUNTY prior to contract execution and before any work begins. The parties agree that the policies of insurance and confirming certificates of insurance shall insure CONSULTANT is in accordance with the following minimum limits:

(i) General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:
   Each Occurrence/General Aggregate $1,000,000/$2,000,000
   Products-Completed Operations: $2,000,000
   Personal & Adv. Injury: $1,000,000
   Fire Damage: $50,000
   Medical Expense: $5,000
   Contractual Liability: Included

(ii) Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:
   Combined Single Limit: $1,000,000
(iii) Workers' compensation insurance in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers' compensation insurance, the CONSULTANT must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation for that injury.

(iv) Employer's liability insurance with the following minimum limits and coverage:
- Each Accident: $1,000,000
- Disease-Each Employee: $1,000,000
- Disease-Policy Limit: $1,000,000

(v) Professional liability and specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of $1,000,000 per claim and annual aggregate of $2,000,000.

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear all applicable policies, except workers' compensation and professional liability.

C. Certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the COUNTY of cancellation or nonrenewal of the required insurance. It is the CONSULTANT'S specific responsibility to ensure that any such notice is provided within the stated timeframe. Certificate(s) of insurance shall identify the RFP number in the Description of Operations section of the Certificate.

D. CONSULTANT must provide a copy to the COUNTY of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. *(Note: A simple COI WILL NOT be accepted in lieu of the policy endorsements).*

E. Certificate of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

F. Certificate holder shall be:

   LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
   P.O. BOX 7800
   TAVARES, FL 32778-7800

G. All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions.

H. The COUNTY shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such
deductible or self-insured retention shall be the sole responsibility of CONSULTANT or sub-consultant providing such insurance.

I. CONSULTANT shall be responsible for sub-consultants, if any, and their insurance. Sub-consultants are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with CONSULTANT'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of this Agreement for cause.

K. Neither approval by the COUNTY of any insurance supplied by CONSULTANT, nor a failure to disapprove that insurance, shall relieve CONSULTANT of full responsibility of liability, damages, and accidents as set forth herein.

5.6 Conflict of Interest. CONSULTANT agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, CONSULTANT certifies that no officer, agent, or employee of the COUNTY has any material interest either directly or indirectly in the business of CONSULTANT and that no such person may have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

5.7 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a consultant, supplier or sub-consultant under a contract 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.

5.8 Indemnity. CONSULTANT shall indemnify and hold the COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of CONSULTANT to take out and maintain the above insurance. In accordance with Section 725.08, Florida Statutes, the CONSULTANT agrees for good and valuable consideration to indemnify, and hold the COUNTY, its commissioners, and its employees free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities to the extent resulting from the negligent act, error or omission of CONSULTANT, its agents, employees or representative, in the performance of CONSULTANT'S duties set forth in this Agreement.

5.9 Independent Contractor. CONSULTANT, and all its employees, agree that they will be acting as independent contractors and will not be considered or deemed to be an agent, employee, in a joint venture with, or partner of the COUNTY. CONSULTANT shall have no authority to contract for or bind COUNTY in any manner and shall not represent itself as an agent of COUNTY or as otherwise authorized to act for or on behalf of COUNTY.

5.10 Ownership of Deliverables. Upon completion of and payment for a task CONSULTANT agrees all tasks and deliverables under this Agreement, and other data generated or developed by CONSULTANT under this Agreement or furnished by COUNTY to CONSULTANT shall be and remain the property of COUNTY. CONSULTANT shall perform any acts that may be deemed necessary
or desirable by COUNTY to more fully transfer ownership of all Tasks and deliverables to COUNTY, at COUNTY’S expense. Additionally, CONSULTANT hereby represents that it has full right and authority to perform its obligations specified in this Agreement. CONSULTANT and COUNTY recognize that CONSULTANT’S work product submitted in performance of this Agreement is intended only for the project described in this Agreement. COUNTY’S alteration of CONSULTANT’S work product or its use by COUNTY for any other purpose shall be at COUNTY’S sole risk.

5.11 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, CONSULTANT shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONSULTANT by the COUNTY pursuant to this Agreement. CONSULTANT may keep copies of all work product for its records.

5.12 Retaining Other Consultants. Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

5.13 Accuracy. CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, reports or other services due to causes within its reasonable control. Any corrections shall be made within ten (10) calendar days after such deficiencies or non-conformances are reported by the COUNTY.

5.14 Truth in Negotiation Certificate. For all lump-sum or cost-plus fixed fee agreements exceeding $150,000, the firm awarded the agreement must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which the COUNTY determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate.

5.15 Codes and Licenses. All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances. During the term of this Agreement, CONSULTANT must be appropriately licensed to provide the services provided under this Agreement.

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

5.17 Public Records. Pursuant to Section 119.0701, Florida Statutes, CONSULTANT shall comply with the Florida Public Records laws, and shall:
A. Keep and maintain public records required by the COUNTY to perform the services identified in this Agreement.

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 for 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 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 CONSULTANT or keep and maintain public records required by the COUNTY to perform the service. If CONSULTANT transfers all public records to the COUNTY upon completion of the contract, CONSULTANT shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the contract, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must 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.

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 LAKE COUNTY PROCUREMENT, 315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT 352-343-9424 OR VIA EMAIL AT PURCHASING@LAKECOUNTYFL.GOV.

Failure to comply with this subsection will be deemed a breach of the Agreement and enforceable as set forth in Section 119.0701, Florida Statutes.

5.18 Right to Audit.

A. The COUNTY reserves the right to require CONSULTANT to submit to an audit by any auditor of the COUNTY’S choosing. CONSULTANT shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONSULTANT shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. Additionally, CONSULTANT agrees to include the requirements of this provision in all contracts with sub-consultants in connection with the work performed under this Agreement.
B. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by CONSULTANT to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY’S audit shall be reimbursed to the COUNTY by CONSULTANT. Any adjustments or payments which must be made as a result of any such audit or inspection of CONSULTANT’S invoices or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY’S audit findings to CONSULTANT.


6.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida. CONSULTANT waives its right to a jury trial for any action arising from this Agreement.

6.2 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

6.3 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

6.4 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto, unless otherwise stated herein.

6.5 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

6.6 Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney’s fees.

6.7 With the consent of CONSULTANT, other agencies, including Lake County, Florida, may make purchases in accordance with the contract. Any such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

6.8 CONSULTANT shall act as the prime CONSULTANT for all required items and services and shall assume full responsibility for the procurement and maintenance of such items and services. CONSULTANT shall be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this Agreement. All sub-consultants will be subject to advance review by the COUNTY in terms of competency and security concerns. No change in sub-consultants shall be made without consent of the COUNTY. CONSULTANT shall be responsible for all insurance, permits, licenses and related matters for any and all sub-consultants. Even if the sub-
consultant is self-insured, the COUNTY may require the CONSULTANT to provide any insurance certificates required by the work to be performed.

6.9 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

6.10 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail, addressed as follows:

If to CONSULTANT:
Hagerty Consulting Services, Inc.
Corporation Service Company
1201 Hays Street
Tallahassee, FL 32301

If to COUNTY:
Lake County Manager
315 W. Main Street
P.O. Box 7800
Tavares, FL 32778

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.


A. The CONSULTANT must comply with 41 C.F.R. Section 60-1.4. The CONSULTANT must, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that it is an Equal Opportunity or Affirmative Action employer.

B. The CONSULTANT must incorporate or cause to be incorporated into any contract for construction work, or modification of such contract, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the equal opportunity clause found at 41 C.F.R. Section 60-1.4.

6.12 Debarment and Suspension.

A. This Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the CONSULTANT shall verify that none of the CONSULTANT, its principals (defined at 2 C.F.R. Section 180.995), or its affiliates (defined at 2 C.F.R. Section 180.905) are excluded (defined at 2 C.F.R. Section 180.940) or disqualified (defined at 2 C.F.R. Section 180.935).

B. The CONSULTANT must comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by the COUNTY. If it is later determined that the CONSULTANT did not comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R.
pt. 3000, Subpart C, in addition to remedies available to the COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and debarment.

6.13 Civil Rights.

A. The CONSULTANT shall comply with the Florida Civil Rights Act of 1992, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Architectural Barriers Act of 1968, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, all implementing regulations of these statutes, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

B. The CONSULTANT shall comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 C.F.R. Section 570.607.

C. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 C.F.R. Sections 570.601 and 570.602.

6.14 No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the COUNTY, CONSULTANT, or any other party pertaining to any matter resulting from this Agreement.

6.15 Fraud, False, or Fraudulent Statements or Related Acts. The Consultant acknowledges that 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, applies to the CONSULTANT'S actions pertaining to this contract.

**Article 7. Scope of Agreement**

7.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. Any items not covered under this contract will need to be added via written addendum, and pricing negotiated based on final specifications.

7.2 This Agreement contains the following attachments, all of which are incorporated into this Agreement:

- Attachment A: Scope of Services
- Attachment B: Addenda
- Attachment C: Consultant Pricing
- Attachment D: Certification of Debarment and Suspension

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AGREEMENT FOR ON CALL DISASTER COST RECOVERY AND RELATED GRANT AND PROJECT MANAGEMENT SERVICES, RFP #19-0518

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chairman and by CONSULTANT through its duly authorized representative.

CONSULTANT
HAGERTY CONSULTING SERVICES, INC.

Bradley R. Grining, Chief operating Officer

This 16th day of January, 2020.

COUNTY
BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA

Leslie Campione, Chairman

This 13th day of February, 2020.

ATTEST:

Gary J. Cooney, Clerk
Board of County Commissioners of
Lake County, Florida

Approved as to form and legality:

Melanie Marsh, County Attorney
ATTACHMENT A – SCOPE OF SERVICES

19-0518 Disaster Cost Recovery and Related Grant and Project Management Services

The Contractor shall provide all services described herein and other services required to coordinate and assist the County with completing emergency and permanent work projects for federally declared disasters. Activities include grant or FEMA Project Worksheet preparation, grants or project management, and accounting for costs in accordance Federal, State, and local regulations. The Contractor shall supply the necessary personnel with the appropriate qualifications and skill sets to provide the services as delineated below. Services shall be clearly delineated according to the damages caused by each disaster and funding shall be separated to ensure proper accounting for each storm is maintained and all appropriate deadlines and other requirements for grant closure are satisfied. Note, however, the County cannot contract away its duties and obligations as a recipient of Federal and State grant funds. The Contractor shall advise and assist the County with administering these grants as necessary, but the Contractor cannot assume the County’s duties and responsibilities as a grant recipient.

A. Grant and FEMA Project Worksheet Preparation - The Contractor shall prepare grant applications and FEMA Project Worksheets, which include:

1. Accompanying County personnel on-site inspections, including preliminary damage assessment activities. Pursuant to 44 CFR §206.202, an authorized local representative is required to ensure that all eligible work has been identified, and that all costs for disaster-related damages have been submitted to FEMA for funding. The Contractor shall assist the County’s representative to ensure all eligible work is identified and accurate estimates of damage are submitted to FEMA for funding. The Contractor shall prepare the necessary documents to identify and estimate the cost of the damaged areas in the format required by FEMA and the County.

2. Pursuant to 44 CFR §206.202, preparing Small FEMA Project Worksheets. The Contractor shall assist the County in preparing any small FEMA Project Worksheets for FEMA Categories A-G. The Contractor shall supply the necessary staff to ensure the FEMA Project Worksheets are completed in accordance with FEMA and County guidelines within the time constraints imposed by FEMA.

3. Preparing Large FEMA Project Worksheets. The Contractor shall assist the County to gather and prepare information required by FEMA to complete large FEMA Project Worksheets and represent the County’s interest in dealing with FEMA and the State of Florida. The Contractor shall supply the necessary staff to ensure the FEMA Project Worksheets are completed in accordance with FEMA and County guidelines within the time constraints imposed by FEMA.

4. Identifying Improved or Alternate Projects. Pursuant to 44 CFR §206.203, the County may use FEMA funding for alternate or improved projects. The Contractor shall advise the County on the appropriateness of requesting this type of funding from FEMA and shall assist the County in applying for this type of funding.

5. Identifying Cost-effective Mitigation Measures under Stafford Act Section 406. Pursuant to 44 CFR §206.226, cost-effective hazard mitigation measures may be incorporated in the restoration of damaged facilities. The Contractor shall assist the County in identifying
hazard mitigation opportunities and shall assist the County with preparing benefit/cost analyses and hazard mitigation funding applications.

6. Identifying/Resolving Other Special Considerations. The Contractor shall assist the County with identifying and resolving special consideration issues such as insurance, floodplain management, environmental issues, and historic preservation issues. The Contractor shall review any insurance settlements for accuracy and shall ensure that the insurance settlement is properly incorporated into the FEMA Project Worksheet. The Contractor shall work with the County, FEMA, and the State of Florida to ensure compliance with the National Environmental Policy Act (NEPA), the Clean Water Act, the Clean Air Act, the Endangered Species Act, the National Historic Preservation Act and other federal statutes and executive orders.

B. Grants Management - The Contractor shall assist the County with managing grants, including, but not limited to:

1. Monitoring Contractor Performance. The Contractor shall monitor contractor performance to ensure that FEMA mandated work deadlines are completed timely. According to 44 CFR §206.204, emergency work projects shall be completed within eighteen (18) months of the disaster declaration. The Contractor shall assist the County with ensuring that the above deadlines are met or shall assist the County with applying for time extensions.

2. Providing Clerical Support to Review and Approve Payment Documentation. The Contractor shall assist the County by supplying clerical support to review, prepare, and approve payment to contractors performing eligible disaster related work to ensure that the documentation meets all Federal, State, and the County’s financial and accounting requirements.

3. Payment Requests/Cash Flow. The Contractor shall assist the County with maintenance of financial records, in accordance with County requirements for financial reporting to ensure prompt reimbursement from FEMA and the State of Florida. The Contractor shall assist in preparing payment requests in acceptable formats to ensure reimbursements from FEMA and the State of Florida are obtained in a timely fashion.

4. Preparing Schedules and Performing Reconciliations. The Contractor shall assist the County and coordinate with its personnel in preparing the necessary schedules and performing any required reconciliations to ensure that the costs recorded in the County’s financial records are correct and auditable by the County’s external auditors. The Contractor shall supply the necessary qualified personnel to ensure this is completed in a timely fashion in accordance with the County’s audit schedule. In addition, clerical support shall be provided to collect, gather, organize, and enter data into a database that support information presented on schedules and work papers. All schedules and work papers shall be prepared using the Microsoft Office suite products, such as Excel, Word, or Access.

5. Conducting Interim Inspections. The Contractor shall assist the County and coordinate with its personnel in performing interim grant inspections to ensure work is progressing timely and all documentation is being maintained in an orderly manner. The Contractor shall also
assist the County with preparing progress reports for FEMA, the State of Florida, and County management.

6. Conducting Final Inspections. The Contractor shall assist the County and coordinate with its personnel in performing final grant inspections to ensure work completion and to document all eligible costs for FEMA reimbursement.

7. Assisting with Grant Closure. The Contractor shall assist the County with final reconciliation of grant funds and shall assist the County with completion of required FEMA and State of Florida documentation for grant closure.

8. Assisting with Audit Defense. The Contractor shall be available to assist the County with the defense of any audits conducted by the FEMA Office of the Inspector General or other auditors (additional fees may be required depending on the amount of time involved).

9. Assisting with Appeals. The Contractor shall be available to assist the County with submitting appeals to FEMA, if necessary (additional fees may be required depending on the amount of time involved).

C. Key Personnel

In submitting a proposal, the Contractor is representing that each person listed or referenced in the proposal will be available to perform the services described for the Lake County Board of County Commissioners, barring illness, accident, or other unforeseeable events of a similar nature in which case the Contractor must be able to promptly provide a qualified replacement. In the event the Contractor wishes to substitute personnel, the Contractor shall propose a person with equal or higher qualifications and each replacement person is subject to prior written County approval. In the event the requested substitute person is not satisfactory to the County and the matter cannot be resolved to the satisfaction of the County, the County reserves the right to cancel the contract for cause.

D. Special Notice Regarding Federal and State Requirements

This purchase action is being supported in whole or in part by Federal or State funding, or both. Therefore, this solicitation and any resulting contract include provisions related to various specific federal and state requirements. All such clauses will be considered and treated as “flow-down” clauses that will be considered applicable to any prime contract and any subcontract associated with performance under the contracts resulting from this solicitation. Detailed review of all terms and conditions included in this solicitation is strongly encouraged to ensure that full compliance with all contractual requirements is considered during the solicitation response process, and throughout performance under the contract, at prime Contractor and subcontractor levels.

For any construction contract supported by state funding, the Contractor shall give preference to the employment of state residents in the performance of the work on the project if state residents have substantially equal qualifications to those of nonresidents. The term “substantially equal qualifications” refers to a situation where the Contractor cannot make a reasonable determination that the qualifications held by one person are better than the qualifications of another person.
ATTACHMENT A – SCOPE OF SERVICES

19-0518    Disaster Cost Recovery and Related Grant and Project Management Services

Contractor required to employ state residents must contact the Department of Economic Opportunity to post the Contractor’s employment needs in the state’s job bank system.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable. The County may include additional provisions required or requested by the Federal agency, other than listed below, in any agreement between the County and the selected contractor.

1. Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

2. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.


4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be 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, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give
ATTACHMENT A – SCOPE OF SERVICES

19-0518 Disaster Cost Recovery and Related Grant and Project Management Services

up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for 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 contractor must be 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.

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

7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

9. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 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.” The Excluded Parties List System in SAM 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.


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ADDENDUM NO. 1  
Date: September 13, 2019  
RFP 19-0518  

RFP Title: Disaster Cost Recovery and Related Grant and Project Management Services

Vendors are responsible to ensure receipt and acknowledgement of all addenda within Submittal. Acknowledgement is confirmed by inclusion of an electronically completed copy of this addendum within Submittal. Failure to acknowledge each addendum may prevent the Submittal from being considered for award.

1. The RFP due date is hereby changed to September 25, 2019 @ 3:00PM (EST) to allow time for the County to address the inquiries provided at the deadline for questions, and to provide extra time for any proposers review the forthcoming Addendum No. 2.

Firm Name: Hagerty Consulting, Inc.

I hereby certify that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this submittal of behalf of the Vendor.

Signature of Legal Representative Submitting this Bid: Stephen H. Hagerty  
Date: 9/20/2019  
Print Name: Stephen H. Hagerty  
Title: Founder and CEO  
Primary E-mail Address: Stephen.hagerty@hagertyconsulting.com  
Secondary E-mail Address: Click or tap here to enter text.
ADDENDUM NO. 2
Date: 09/16/2019
RFP 19-0518

Disaster Cost Recovery and Related Grant and Project Management Services

Vendors are responsible to ensure receipt and acknowledgement of all addenda within Submittal. Acknowledgement is confirmed by inclusion of an electronically completed copy of this addendum within Submittal. Failure to acknowledge each addendum may prevent the Submittal from being considered for award.

This addendum does not change the date for receipt of proposals.

1. Question: Who is your current provider for these services and are they invited to bid on this RFP? Is there an incumbent and have they been utilized for past disasters?

Answer: The County does not have a current provider for these services

2. Question: If there is an incumbent, what are the fees or rates for the scope of services outlined in this RFP?

Answer: The County does not have a current provider for these services

3. Question: Section 8.0 of the RFP states that hand delivered proposals delivered by FedEx must be opened and inspected by the Receiving Center in an off-site facility so we must allow additional time for transportation and inspection. If we are submitting via FedEx, when is the latest (day and time) we must have it in to the off-site facility in order to be inspected and submitted by the 3pm deadline on 9/25?

Answer: It is a best practice, although not guaranteed, to allow 1-2 days from the time that the item is delivered to the receiving center until the bids are received at the Office of Procurement.

4. Question: Section 9.3 of the RFP Tab 5 – Financial Stability – We are a private Certified Public Accounting Firm and therefore do not require an audit and do not have third-party prepared financial statements. In order to satisfy this requirement, can we submit a bank letter stating our current (and previous history) of our good standing with the bank?

ATTACHMENT B
Page 2 of 4
5. Question: The Pricing Sheet provided requests “Prices must be quoted per estimated hours”. Could the County provide the estimated hours?

Answer: The labor or description of services, are based upon the different services needed to complete all tasks requested in the scope of services. A breakout of these services shall be provided by the vendor on Attachment 3 – Pricing Sheet. It is impossible to get an estimate of the hours needed as the weather and the frequency of emergency events are highly unpredictable. Vendors shall provide a tentative hourly cost schedule to supply these services or describe the type of costing schedule normally used in these types of projects.

6. Question: Expenses (such as per diem, plane, lodging, car) are reimbursable by FEMA. Will you consider allowing expenses to be passed through with no markup, as opposed to providing loaded rates?

Answer: Yes

7. Question: RFP section 9.3 Tab 4 Completed Pricing Section. What constitutes “supporting documentation”?

Answer: The supporting documentation refers to any and all documentation that can support the pricing provided, that the vendor feels is applicable.

8. Question: The RFP shows a list of scoring criteria; however, no weights or points are allocated for each. Would the County please provide the weighted value of each criteria listed on page 3, in order to clarify how proposals will be scored?

Answer: The award will be based upon the overall proposal that is most responsive to the needs of Lake County.

9. Question: Attachment 3, Pricing Sheet, states “Prices must be quoted estimated hours. Actual hours are unknown and are estimated for evaluation purposes only.” This language is unclear as there is no Estimated Hours column included on Attachment 3. Secondly, since actual hours are unknown, would the County please provide estimated hours for the labor categories so that pricing may be fairly scored across proposers? Alternatively, would the County consider removing this requirement?

Answer: It is impossible to get an estimate of the hours needed as the weather and the frequency of emergency events are highly unpredictable. Vendors shall provide a tentative hourly cost schedule to supply these services or describe the type of costing schedule normally used in these types of projects. The description of services, located on Attachment 3, shall include the different services needed to complete any and all tasks requested in the scope of services.

10. Question: The RFP indicates different addresses for proposal submission based on the method of delivery (e.g., hand delivery, United Postal Service, FedEx). We will likely send our proposal via FedEx or UPS as an overnight delivery. May we send the proposal directly to your offices instead of to the mailroom to ensure our proposal is received without delay? To confirm, would that address be:
Answer: Yes, vendors may send proposals to this address, however a possible lack of delay is not guaranteed.

11. Question: Attachment 3 requests an estimate of hours by labor category but does not have a section for the Vendor to provide estimated hours. RFP section nine (9) prohibits any changes to the content or format of any of the forms without the County’s permission. Will Lake County allow the Vendor to revise Attachment 3 to include hours, or should the estimated hours be presented in a separate table?

Answer: It is impossible to get an estimate of the hours needed as the weather and the frequency of emergency events are highly unpredictable. Vendors shall provide a tentative hourly cost schedule to supply these services or describe the type of costing schedule normally used in these types of projects.

12. Question: May the font in tables, graphics, callouts, and other exhibits be less than 11pt font?

Answer: Yes, however the font shall be no lower than 9pt font on any and all graphics.

13. Question: When Attachment 1 is saved as a PDF file, the solicitation number and title referenced in the last paragraph marked for County Use Only results in the following error message: “Error! Reference source not found.” Can Vendors’ finalized Attachment 1 be submitted in Microsoft Word format?

Answer: Yes

14. Question: RFP section 9.3, Tab 1 Vendor Profile instructs Vendors to include copies of any required licenses or permits. Please clarify the licenses and permits Lake County requires for proposal submission.

Answer: This includes any and all licenses and permits that the vendor must have under local, state and federal laws.

Firm Name: Hagerty Consulting, Inc.

I hereby certify that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this submittal of behalf of the Vendor.

Signature of Legal Representative Submitting this Bid: **Stephen H. Hagerty**

Date: 9/20/2019

Print Name: Stephen H. Hagerty

Title: Founder and CEO

Primary E-mail Address: Stephen.hagerty@hagertyconsulting.com

Secondary E-mail Address: Click or tap here to enter text.
Hagerty Consulting, Inc.

The Contractor will furnish all labor, materials, tools, transportation and equipment necessary to provide services to coordinate and assist the County with completing emergency and permanent work projects for federally declared disasters. Services will be performed in accordance with the specifications listed.

Each vendor shall provide an hourly cost schedule for personnel to be used to supply these services or describe the type of costing schedule normally used in these types of projects.

Prices must be quoted per estimated hours. Actual hours are unknown and are estimated for evaluation purposes only.

<table>
<thead>
<tr>
<th>ITEM #</th>
<th>DESCRIPTION OF SERVICES</th>
<th>HOURLY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project Executive</td>
<td>$245.00</td>
</tr>
<tr>
<td>2</td>
<td>Senior Subject Matter Expert</td>
<td>$240.00</td>
</tr>
<tr>
<td>3</td>
<td>Subject Matter Expert</td>
<td>$200.00</td>
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<tr>
<td>4</td>
<td>Project Manager</td>
<td>$170.00</td>
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<tr>
<td>5</td>
<td>Project Accountant</td>
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<tr>
<td>6</td>
<td>Recovery / Emergency Management Consultant IV</td>
<td>$175.00</td>
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<tr>
<td>7</td>
<td>Recovery / Emergency Management Consultant III</td>
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<td>Recovery / Emergency Management Consultant II</td>
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<td>9</td>
<td>Recovery / Emergency Management Consultant I</td>
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<tr>
<td>10</td>
<td>Administrator</td>
<td>$60.00</td>
</tr>
</tbody>
</table>

This is an indefinite quantity contract with no guarantee services will be required. The County does not guarantee a dollar amount to be expended on any contract(s) resulting from this RFP.

Lake County will not accept nor authorize payment for travel time of service personnel to any of Lake County’s facility locations. The hourly rate must commence on the job site. Billable time will be for service work performed.

Contractor will invoice Lake County for allowable travel expenses in alignment with Florida Statute 112.061. Any reimbursable expense will be invoiced at cost, without markup. Travel costs must be included in the task order to be eligible for reimbursement.

*The County reserves the right to negotiate with the Awarded Vendor for additional services/items similar in nature not known at time of bid closing.*
CERTIFICATION DEBARMENT AND SUSPENSION

THE QUOTER HEREBY CERTIFIES THAT:

a. The resulting contract is a covered transaction for purposes of 2 C.F.R. 180 and 2 C.F.R. 3000. As such, the vendor is required to verify that none of the vendor, its principals (defined at 2 C.F.R. 80.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. 180.935).

b. The vendor must comply with 2 C.F.R. 180 subpart C and 2 C.F.R. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by County (subgrantee). If it is later determined that the bidder did not comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder agrees to comply with the requirements of 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

COMPANY NAME: Hagerty Consulting, Inc.

ADDRESS: 1618 Orrington Ave., Suite 201
CITY: Evanston
STATE & ZipCode: Illinois, 60201

COMPANY’S AUTHORIZED OFFICIAL: 
SIGNATURE: [Signature]

Printed Name: Stephen H. Hagerty
Title: Founder and CEO
Date: 9/19/2019